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ABSTRACT

This is the full text of an agreement between the faculty organization and the Board of Trustees of the Macomb County Community College District (Michigan) for the period of August 26, 1974 to August 19, 1977. The general purpose of this agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations. The articles discuss the rights and responsibilities of each party; the relationship between the board and the faculty organization; conditions of employment; probationary and permanent faculty status; the processing of complaints; policies for employing teachers for specially funded programs; resignation and retirement; policies for creating the college calendar; teacher workload and class size; teaching facilities; extra-contractural, supplemental, summer and released time assignments; the establishment of a professional growth fund; leaves of absence; methods of compensation; credit for previous experience; fringe benefits; the conformity of this agreement to law; selection of professional staff; staff reduction; seniority; the absence policy; the evaluation of professional staff; and the establishment of a six-member district service committee. The teacher salary schedule, pay dates for 1974-77, a glossary of terms, and the 1974-77 academic calendar are appended. (Author/DC)

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ED103068

AGREEMENT

Between

BOARD OF TRUSTEES

of the

COMMUNITY COLLEGE DISTRICT OF THE COUNTY OF MACOMB

and

MACOMB COUNTY COMMUNITY COLLEGE FACULTY ORGANIZATION

JC 750 214

1974-77

AGREEMENT
between
BOARD OF TRUSTEES
of
COMMUNITY COLLEGE DISTRICT OF THE COUNTY OF MACOMB
and
MACOMB COUNTY COMMUNITY COLLEGE FACULTY ORGANIZATION

THIS AGREEMENT is made this 18th day of October, 1974, by and between the Board of Trustees of the Community College District of the County of Macomb (hereinafter called the "Board") and the Macomb County Community College Faculty Organization for the period covered in Article XXXIII.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Board and the Faculty Organization.

The parties recognize that a sound educational program as affects the best interest of the college district, its students and its teachers, is a primary objective.

To these ends, the Board and the Faculty Organization encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all teachers.

Terms -- For the purpose of clarifying terms used in this document, see Appendix C attached hereto.

TABLE OF CONTENTS

ITEM	TITLE	PAGE
	Agreement - Purpose and Intent	i
I	Recognition	1
II	Board of Trustees Rights and Duties	3
III	MCCCFO-Board of Trustees Relationship	4
IV	Conditions of Employment	11
V	Teachers' Rights	14
VI	Teacher Responsibilities	17
VII	Probation and Permanent Status	18
VIII	Processing of Complaints	22
IX	Specially Funded Programs	23
X	Resignation and Retirement	24
XI	College Calendar	24
XII	Teacher Regular Workload and Class Size	25
XIII	Teaching Facilities	30
XIV	Extra-Contractual, Supplemental, Summer and Released Time Assignments	32
XV	Professional Growth Fund	34
XVI	Professional Leaves of Absence	35
XVII	Personal Leaves	39
XVIII	Personal Business Leave	42
XIX	Jury Duty	42
XX	Sick Days	42
XXI	Methods of Compensation	43
XXII	Credit for Previous Experience	45
XXIII	Insurance	46
XXIV	Other Fringe Benefits	48
XXV	Conformity to Law	49
XXVI	Matters Contrary to Agreement	50
XVII	Selection of Professional Staff	50
XXVIII	Staff Reduction	51
XXIX	Seniority	52
XXX	Absence Policy	54
XXXI	Evaluation of Professional Staff	55
XXXII	District Service Committee	57
XXXIII	Termination and Modification	58
Appendix A	Macomb County Community College Teacher Salary Schedule	60
Appendix B	Pay Dates for 1974 - 77 Academic Years	61
Appendix C	Terms	62
Appendix D	Grievance Procedure	65
Appendix E	1974 - 77 Academic Calendar	68
Appendix F	Areas	72
	Letters of Understanding	77 - 80

LETTER OF AGREEMENT

MCCCFO
and
BOARD OF TRUSTEES

It is hereby agreed that the following corrections be made to the 1974-77 MCCCFO Contract:

PAGE	ARTICLE	CORRECTION
3	I, D, 17th line	Replace "expiriation" by "expiration"
3	I, E, 4th line	Replace "orgainization" by "organization"
7	III	Insert the number 3 after M
9	III, N, 2, d (2), 3rd paragraph, 3rd line	Replace "for" by "/or"
11	III, P, 1st line	Replace "of" by "or"
17	VI, A, 2nd line	Replace "maintian" by "maintain"
55	XXX, C, 1st line	...so that the entire section reads: "Where a teacher fails to meet a portion of his regularly scheduled assignments he shall be charged a half-day's absence if the portion missed constitutes one-half or less of that day's regularly scheduled assignments. If the portion of absence exceeds one-half of the regularly scheduled day's assignments the teacher shall be charged a full-day's absence.
55	XXXI, A, 1, 2nd line	Replace "teachers" by "teacher's"
61	Appendix B, 1975-76 column	Replace "April 5" by "April 15"

PAGE	ARTICLE	CORRECTION
67	Appendix D, 4th paragraph, 2nd line	Insert the word "of" between the words "pay" and "the"
70	Appendix E, last line	Replace "April 24" by "April 29"

Nick Santiwan, MCCC

2/7/75
Date

Bill Knott, MCCCFO

2/7/75
Date

Personnel: 2-11-75

ARTICLE I RECOGNITION

A. 1. The Board recognizes the Macomb County Community College Faculty Organization, hereinafter referred to as MCCCFO, as the sole and exclusive bargaining agent as defined in Section 11 of Act 336, Public Acts of 1947 as amended, and as described in the "Certification of Representative" Case No. R66 K-421, January 11, 1967, by the State of Michigan Labor Mediation Board, for all full-time teachers, counselors, librarians, research assistants, teachers employed in the programmed learning center, and teacher-coordinators in student co-op programs; but excluding administrators, deans, directors, head librarians, coordinators, department chairmen, assistant department chairmen, college nurses, all supervisors, part-time teachers, national teaching fellows, administrative interns and all other employees.

2. Any job title not included in, nor specifically excluded from the bargaining unit, in I, A, 1 must be subjected to negotiation between MCCCFO and the Board to determine whether such position should be included in the bargaining unit. It shall be the responsibility of the Director of Personnel to advise in writing, the President of MCCCFO of all postings of new positions.

3. Any other employee in an administrative or supervisory position or on a salary schedule other than that for teachers is also excluded for the bargaining unit.

4. All members of the bargaining unit shall hereinafter be referred to as "teachers" unless otherwise specifically noted.

5. Any teacher temporarily allowed to perform other duties at the College involving released time from his full-time teaching duties or any portion thereof, shall still be considered as a full-time teacher as long as said released time does not violate Article I, A, 1, 3 and 6 hereof. No duties allowing for released time, other than those provided for under Article III, K, 1 and 2 hereof, shall exceed two consecutive semesters provided that another fully qualified teacher is available to perform such special duties.

6. No administrative duties shall be added to any position within the bargaining unit which has the effect of removing such position from the bargaining unit without prior negotiation and agreement with the MCCCFO.

7. Non-bargaining unit members shall not be permitted to assume the professional duties of bargaining unit positions as defined in I, A, 1 except as specified in I, B; IX; XIV, A; or XXVII of this Agreement.

B. In recognition of the need for consistency and high performance in the instructional program at MCCC and in recognition of its responsibilities to maintain equal opportunity for all students, the Board shall establish policies including the following provisions which identify and regulate the use of personnel who participate in teaching activities but are not members of the bargaining unit:

1. A part-time teacher is defined as any individual involved in activities that can be assumed by a full-time teacher, a counselor, a librarian, a research assistant, a teacher employed in the programmed learning center, or a teacher-coordinator in student co-op programs but who does not have a probationary or permanent contract as defined in this Agreement. Teachers employed to teach courses in continuing education who are not members of the bargaining unit are also considered to be part-time teachers.

2. The Board shall not seek the employment of part-time teachers for the purpose of reducing the number of the professional staff by replacing full-time teachers, except in cases when a full-time teacher has been granted a leave of absence under the provision of Article XVI or XVII of this Agreement. Classes will be assigned consistent with provisions of Article XIV, A, 4 of this Agreement. If the full-time teacher elects not to return from leave upon expiration, the position shall be filled by a full-time teacher consistent with the provisions of Article XXVII.

3. The Board shall hire for part-time teaching only those individuals who satisfy the educational requirement established in Article IV, D.

4. The hiring of part-time personnel shall be subject to the provisions of Article XXVII.

5. To maintain the continuity of the instructional program, the immediate supervisor shall be responsible for informing part-time teachers of, and making them subject to course content, goals, prerequisite skill levels for sequence courses, instructional materials and outlines which are being used by full-time teachers.

6. Salaries for part-time teaching shall be set high enough to constitute employment competition but not so high as to constitute discrimination against teachers in the bargaining unit.

7. No part-time teacher may be given assignments that exceed a full-time teacher's extra-contractual limitations as specified in Article XIV, A, 3.

ARTICLE I RECOGNITION (continued)

C. The Board agrees not to recognize or negotiate with any teacher organization or individual other than the MCCCFO on matters concerning wages, hours, or working conditions for the duration of this Agreement.

D. Proper negotiations and the administration of collective bargaining entail expenses which are appropriately shared by all teachers who are the beneficiaries of such agreements. In the event a teacher shall not join the MCCCFO and execute an authorization for full dues deduction, such teacher shall, as a condition of continued employment by the Board, execute an authorization for the deduction of a sum representing that teacher's proportionate share of such negotiations and contract administration and maintenance expenses which shall be forwarded to the MCCCFO Treasurer. The MCCCFO Treasurer shall notify the Board no later than thirty (30) days after the beginning of each school year of the amount to be deducted for such expenses. In the event such authorization is not signed for in a period of thirty (30) days following the commencement of the contract of the teacher, the Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and this Agreement, the services of such teachers shall be discontinued as of the end of the current semester. Such teacher or teachers shall be notified of the termination of their services immediately upon the expiriation of the thirty (30) day period mentioned above. This termination shall not be subject to the provisions of Article VII or Appendix D of this Agreement.

E. The MCCCFO agrees to maintain its eligibility to represent all teachers by continuing to admit persons to membership without discrimination if they qualify under the definition described in Article I, A, 1 and to represent all teachers equally regardless of membership in any other teacher orgainization.

F. This Agreement shall supersede any individual contracts, existing rules, regulations, or practices of the Board or the Administration which shall be contrary to, or inconsistent with its terms. The Board shall make no changes in hours, wages, or working conditions of teachers incorporated in this Agreement or institute any reorganization affecting such hours, wages, and working conditions except after good faith negotiation and agreement between the Board and the MCCCFO.

ARTICLE II BOARD OF TRUSTEES RIGHTS AND DUTIES

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all rights, powers, authorities, duties, and responsibilities conferred upon and vested in it by the statutes and the Constitution of Michigan.

B. The exercise of these rights, powers, authorities, duties and responsibilities

ARTICLE II BOARD OF TRUSTEES RIGHTS AND DUTIES (continued)

B. by the Board and the adoption of such rules, regulations, and policies as it may deem necessary shall be consistent with such statutory and constitutional provisions and shall be consistent with the terms of this Agreement, where applicable.

ARTICLE III MCCCFO -- BOARD OF TRUSTEES RELATIONSHIP

Unless otherwise required hereinafter, delivery of three copies of any communication to the President of the MCCCFO shall satisfy the communication requirements of this Agreement.

A. The Board shall make available to MCCCFO, upon request, all statistics and financial information, related to Macomb County Community College and in possession of the Board, as are necessary for negotiation of collective bargaining agreements.

B. The President of MCCCFO shall be furnished with three copies of the agenda of each public meeting of the Board with all non-confidential attachments at the same time regular distribution is made. Said agenda with non-confidential attachments shall be made available in the library of each campus. The agenda, without attachments, shall be posted in each Department or Division.

C. The President of MCCCFO shall be furnished with three copies of the approved minutes of each public meeting of the Board at the same time regular distribution is made. Said minutes shall also be made available in the library at each campus.

D. Items requested by the President of MCCCFO shall appear on the Board agenda provided written notification of the nature of such items is submitted to the College President's Office by noon, Wednesday, preceding a regularly scheduled meeting. However, this provision shall not be used as a means of circumventing the Grievance Procedure of this Agreement.

E. MCCCFO -- Board arrangements described in III, D, shall not preclude appearances by teachers acting on their own behalf on issues other than wages, hours, working conditions, or grievances before the Board in the manner prescribed below:

1. The teacher shall submit a written statement to the President of the College detailing the nature of the item(s) to be presented at least ten (10) working days prior to the regular meeting date. The teacher may also submit a copy to the President of the MCCCFO if he so chooses.

E. 2. The teacher shall be notified of the time and place to appear before the Board at least five (5) working days prior to the meeting.

F. Provisions shall be made that the hours 2-4 pm on the first and third Fridays of each month be reserved for meetings of the MCCCFO at the call of the President of the MCCCFO. The second and fourth Fridays may be used for meetings of the various committees on which teachers participate. Meetings called in accord with these provisions shall take precedence over all other meetings involving MCCCFO members. One (1) meeting of the MCCCFO may be scheduled on each campus during the faculty development days at the beginning of each semester.

G. Adequate rooms at the College shall be provided for MCCCFO meetings and special programs, provided that arrangements are made at least two days in advance with the administration, and provided that no cancellation of the instructional program will result. MCCCFO members shall have the right to transact MCCCFO business on school property provided such activities do not obstruct instructional programs.

H. The Board shall continue to provide MCCCFO with an office and conference room. These facilities shall be adequately equipped and furnished so as to provide for the effective disposition of the business of the MCCCFO.

I. MCCCFO shall have the right to use bulletin boards in each Department, Division or Area and other media of teacher communication for MCCCFO business provided all such materials are clearly identified with the name of the person originating the same.

J. Members of the bargaining unit who by mutual agreement between MCCCFO and the Board participate during working hours in conferences and meetings with the administration, which involve or derive from this collective bargaining Agreement, shall suffer thereby no loss of pay.

K. 1. The Board shall grant to the President of MCCCFO and bear the cost of released time from one-quarter of his normal teaching load each semester for the purposes of implementing the terms of this Contract.

2. The Board shall also provide MCCCFO the option to purchase released time for the Chief Negotiator of MCCCFO not to exceed one-half of his normal teaching load each semester, and the option to purchase released time for the President of MCCCFO not to exceed one-quarter of his normal teaching load each semester.

K. 3. The President of the MCCCFO, senators of the MCCCFO, and negotiators for the MCCCFO shall be assigned no extra curricular activity assignments unless voluntarily assumed. The application of this provision to negotiators who are not senators shall occur only during the semester or trimester, and summer term if necessary, during which collective bargaining is taking place.

4. MCCCFO members serving as negotiators shall be given special consideration in the scheduling of their assignments during the spring semester for the purpose of expediting negotiations, provided that names of negotiators are given to the Board by February 1. Schedule changes for negotiators not named by this date shall be made when possible

L. The cost of academic dress for teachers who participate in commencement exercises shall be paid by the Board. Such teacher participation shall be voluntary.

M. Campus and District Committees

Prior to the structuring and establishing of any campus or district level committee which involves teacher participation, the charge to such committee shall be mutually agreed upon by the Board and MCCCFO.

1. If MCCCFO fails to respond to a request for assistance in the formulation of such a committee within thirty (30) days, the committee may be established unilaterally pending MCCCFO action.

2. Campus and District committees may create advisory sub-committees to expedite their operations. The charges to such sub-committees must be of an advisory and informational nature and may not be broader than the general charge to the parent committee. Such advisory sub-committees can only submit their findings to the parent committee.

M. Structure of Standing Committees

NAME	TEACHERS			ADMINISTRATORS		
	South	Center		South	Center	
Academic Standards	6	6		3	3	
Curriculum	6	6		3	3	
Professional Resources	6	6		3	3	
Professional Standards/ Articulation Sub-Committee	6	6		3	3	
Building, Site and Facilities	6	6		3	3	
Finance	4	4		2	2	

N. For the purpose of carrying out the educational task of the institution in an efficient and effective manner, and to provide an effective framework for teacher participation in areas appropriate to their professional responsibility and concern, standing committees shall be established on each campus.

1. a. The teacher representatives are to be appointed by MCCCFO for two-year terms. The administrative representatives are to be appointed by the Campus Dean.

   b. The routine operational procedures of the committees shall be developed within the respective committees. The external procedures governing committee formation, jurisdiction, reporting, and recommendations, as well as the provision of support services, shall comply with M and O herein.

2. Functions

   Each campus standing committee shall be charged with the following responsibilities:

N. 2. a. Academic Standards

Recommend policies for the admission and retention of students, student attendance and withdrawal, grading, and audit policies.

b. Curriculum

Recommend criteria and policies for the creation, evaluation, continuation, revision, and deletion of all course and program offerings in all district and campus divisions of the College.

Recommend policies to assure the transferability of courses and programs from one campus to another.

Recommend new courses and programs from proposals submitted to them.

Review existing courses and programs for their appropriateness for continuation, revision, or deletion.

Recommend requirements for all degrees and certificates awarded by the College in all of its various Divisions/Departments.

Recommend catalog descriptions of courses and programs and determine criteria for their revision and deletion.

c. Professional Resources

Recommend policies for the development and utilization of learning media resources, and for coordinating and integrating the use of media.

Recommend policies for the operation of the campus bookstore.

Recommend policies for institutional public relations and community services.

Recommend policies affecting extra-curricular activities, student publications, and student financial aids.

Recommend policies for the selection of assembly series, entertainment, and programs of general cultural improvement, as well as for any creative and cultural ventures undertaken by the staff and supported by the institution.

N. 2. d. Professional Standards/Articulation Sub-Committee

(1) Carry out functions as specified in VII, B, whenever appropriate.

Carry out functions as specified in XXVIII, whenever appropriate.

(2) Articulation Sub-Committee

The articulation sub-committee shall consist of three members. Two shall be designated by MCCCFO and shall report directly to MCCCFO. One shall be designated by Campus Dean. The South Campus and Center Campus sub-committees on articulation shall meet jointly at least once a month.

Functions

To recommend policies and procedures which will support the continuing study of articulation between Macomb and other institutions of higher learning.

To recommend policies and procedures which will facilitate the transferability of all MCCC credit courses programs and for degrees to other institutions of higher learning.

To recommend methods of improving communications between the faculties of two and four year institutions.

To recommend policies which will attempt to assure that no conflict, competition, or duplication of courses and/or program offerings occur between MCCC and other institutions.

e. Building, Site and Facilities

Study adequacy of existing site and building plans, and recommend appropriate revisions.

Recommend priorities in the allocation and reallocation of existing facilities as needed.

Recommend necessary equipment and furniture for planned and existing facilities.

N. 2. f. Financial Affairs and College Budget

Recommend policies for the acquisitions and administration of programs financed with federal or special funds.

To review existing budgets, all budget proposals and to make budget recommendations.

To analyze existing and anticipated income and expenditures.

To recommend priorities for the allocation of funds.

To recommend the reallocation of any surplus funds.

O. Operations and Procedures

1. The recommendations of each standing committee shall be submitted in writing to the appropriate administrator for approval or implementation. In the event that the standing committee's recommendation is not approved or implemented in ten (10) days, the administration and standing committee shall have an opportunity to meet and make any necessary adjustments or changes as they deem appropriate.

After discussion with the appropriate administrator(s), the committee shall resubmit their recommendation(s) (either in its original form, if no adjustments were deemed appropriate, or with changes) to the appropriate administrator for reconsideration.

If the recommendation(s) are still not approved or implemented within fifteen (15) days, it shall be returned with a written rationale for non-approval or non-implementation. MCCCFO then may request that its recommendation be placed on the agenda of the next regular Board meeting and it shall be given the necessary time to speak to the item. Items thus requested, shall appear on the Board agenda provided that written request is submitted to the College President's Office by noon, Wednesday, preceding a regularly scheduled meeting.

2. a. Each standing committee shall have access to all materials which are relevant to the deliberations of the body and may use consultants as their need is determined.

b. Each committee shall be provided with adequate secretarial help and centrally located files on each campus for committee agenda, minutes, correspondence, and records.

O. 2. c. The minutes, agendas, and recommendations of each standing committee shall be forwarded to the Campus Deans, to the President of the MCCCFO, and to each Division/Department for posting, to the chairman of each campus standing committee and shall be made available in the library at each campus.

Agendas shall be distributed three days ahead of the meeting.

d. To facilitate its operations, each standing committee may establish, charge, staff, and direct advisory committees as their need is determined, subject to the agreement of the MCCCFO. The findings of these committees may be submitted only to the parent standing committee and MCCCFO.

e. Regular meeting times and provisions for the pre-posting of agenda shall be established by each standing committee. These provisions shall include a method for fulfilling committee responsibilities during the summer session and may include provisions for joint meetings of campus standing committees or sub-committees thereof. Committees involving teacher participation shall not meet during periods designated as recesses on the college calendar except by consent to the members.

f. Any member of the faculty or administrative staff may place items on the agenda of a standing committee by submitting a written request for action to the chairman of the committee in keeping with the established procedures of that committee.

P. The Board agrees to furnish MCCCFO with the names and the Departments of Divisions of newly hired teachers within ten (10) working days of hiring.

Q. The Board shall make reasonable efforts to notify teachers promptly whenever the instructional program is suspended because of natural disaster, inclement weather, or other cause.

ARTICLE IV CONDITIONS OF EMPLOYMENT

The Board shall provide notice of all vacancies and these shall be posted conspicuously at each campus. First consideration shall be given to existing staff to fill all vacancies.

ARTICLE IV CONDITIONS OF EMPLOYMENT (continued)

A. Notice of all newly created positions and vacancies in permanent positions within the bargaining unit, the administrative staff, and supervisory personnel shall be sent to the President of MCCCFO and shall be posted at least thirty (30) days prior to the filling of said position, except that notices of positions to be filled by September 1 must be distributed and posted by May 15. In the event a vacancy occurs which must be filled in less than these time limits, the period of required notice may be waived or reduced by MCCCFO. During this period, the Board may make temporary appointments to fill vacancies. A teacher who is an unsuccessful applicant for a vacant position shall, upon request, be presented with a written statement explaining the reasons for his nonappointment.

B. All positions shall be filled without discrimination as to sex, race, age, color, religion, country of origin or ancestry, political beliefs, marital status, or membership or participation in, or association with the activities of any political, professional, or teacher organization.

C. Each currently employed teacher shall be notified of his rank and scheduled salary for the following year no later than ten (10) working days after the Board meeting which precedes the date of hire by at least three (3) months, excluding summer. A probationary teacher shall upon request of the Board, indicate whether or not he intends to remain at MCCC within twenty (20) days after the request is made.

D. 1. The minimum educational requirement for teachers shall be a Master's degree in subject matter directly related to the position being filled; or, for teachers of occupational specializations, a Master's degree or/ and equivalent technical education and/or work experience.

2. Teachers of courses that are designed to present and develop occupational skills shall have at least two (2) years of experience in the occupational area concerned.

E. Each newly employed teacher shall be provided with a copy of this Agreement by the board and other information supplied by MCCCFO prior to employment.

F. Transfers

1. Voluntary Transfers

a. If the same position a teacher holds is vacant on another campus, the teacher shall have the right to request and be transferred to that position. If more than one teacher requests the position, it shall be awarded on the basis of institutional seniority.

F. 1. b. A teacher who possesses the qualifications for a vacant faculty position in another Department or Area or in the district shall receive preference over an external applicant in the filling of the vacancy. Preference in the hiring of an internal applicant over an external applicant for a vacant position is defined to mean that whenever credentials of both applicants are of generally the same quality regarding teaching experience and academic preparation, and/or occupational experience, the Board shall offer said position to the internal applicant.

2. Involuntary Transfers

No change in duty of campus shall be assigned without mutual consent and agreement of the teacher involved except when there shall be insufficient work in his Division/Department or Area to offer him a full load, as defined in Article XII, and he possesses the qualifications prescribed in IV, D. In the event it is necessary to transfer a teacher to another position within the district, and no volunteers are available, this shall be done in reverse order of institutional seniority at MCCC. No teacher shall be required to transfer or accept added duties if his own Department or Area is at that time using nonbargaining unit members for teaching duties for which he is qualified at times when he is available.

3. In the event a full load in the Division/Department or Area from which the teacher was involuntarily transferred develops within two calendar years of the transfer, the teacher shall be automatically reassigned to that Division/Department or Area without loss of seniority of any type. If the full load develops thereafter, the teacher shall have the right to be reassigned to his original position without loss of any seniority. This right of reassignment, however, shall be limited to the first full time position that opens after the initial involuntary transfer. If more than one person has been involuntarily transferred from a Division/Department or Area, they shall be reassigned or be given the right to be reassigned as provided above in the order of their institutional seniority. No full-time vacancy in a Division/Department or Area shall be posted or filled until all teachers on involuntary transfer from that Division/Department or Area have been either reassigned or have been given the right to be reassigned to their original position in that Division/Department or Area as specified above.

G. Non-bargaining unit members shall not be permitted to assume teaching assignments which result in the lay-off of any member of the bargaining unit.

ARTICLE IV CONDITIONS OF EMPLOYMENT (continued)

H. Administrators may be assigned faculty status under the terms of the 1972-74 Agreement until August 1, 1975.

I. All new teachers shall be classified by rank and index according to the terms of this Agreement.

ARTICLE V TEACHERS' RIGHTS

A. The Board recognizes the right of any teacher to take or refrain from taking a stand on any issue. The teacher shall be free from administrative and institutional censorship and/or discipline when he speaks, acts, or writes as an individual. The teacher shall exercise reasonable care to clarify that he is acting, speaking, or writing as an individual and not on behalf of the institution.

1. The teacher shall be entitled to freedom of discussion within the classroom on all matters which he considers relevant to the subject matter under discussion.

2. The teachers who teach a particular course shall have the right to collectively determine course content, course goals, course textbooks, and the prerequisite skill levels for sequence courses.

3. The teacher shall be entitled to use any materials which he believes achieve the course goals agreed upon by the teachers who teach that course.

4. The teacher shall be free to use any methods or innovations of instruction which he feels achieve the best results and responses from his students. This provision includes the use of books and any other material furnished by the teacher.

5. The teacher shall be free to request any books, magazines, newspapers, or any other materials to be purchased by the library or his Department, or Area, without censorship, subject to budgetary limitations.

6. The teacher shall be supported with instructional resources and services appropriate to his instructional assignment and subject to budgetary limitations. Such resources and services shall include, but not be limited to, Research and Development, Learning Media, and Data Processing.

7. There shall be no administrative rules or regulations governing teachers' dress or appearance.

A. 8. Involvement of any teacher in a systems, experimental, or other related approach, must be voluntarily assumed.

9. The teacher shall determine the method for evaluating the academic progress of his students and assigning grades upon the basis of the evaluation, provided, however, that the grades assigned shall be within the grading system adopted by the Board.

10. The presence of any mechanical monitor or communications device during the meeting of class shall be with the prior approval of the teacher concerned.

11. Only instructional administrators may be assigned the duty of verifying the performance of a teacher's responsibilities as defined in Article VI of this Agreement.

Teachers who choose to have their teaching effectiveness evaluated by their supervisor, under the conditions of Article XXXI, shall use only the instrument approved for the purpose.

Evaluation of teaching effectiveness shall only be accomplished as specified in the evaluation procedure as outlined in Article XXXI.

12. There shall be no evaluation of one teacher by another except as authorized in the evaluation procedure in Article XXXI.

13. Patent and Copyright Policy

If college resources, materials and facilities are not used in the development of any product for the purpose of personal profit or gain, the product shall become the sole property of the individual together with all attendant benefits.

The use of college resources, materials and facilities for the development of any product for the purpose of personal gain may be undertaken only after agreement between the individual and the Board.

14. Teachers may voluntarily participate in college social, cultural, and professional activities.

B. There shall be a personnel file maintained by the Board for each teacher. The personnel file for each teacher shall be centrally located. There shall be only one personnel file and no disciplinary action may be taken against a teacher except upon evidence included in his personnel file.

ARTICLE V TEACHERS' RIGHTS (continued)

B. 1. The teacher may add to his personnel file materials which attest to his proficiency and experience.

2. The teacher shall have the right upon request to examine the contents of his own personnel file, the only exclusion being confidential pre-employment credentials of an evaluative nature. Reprimands shall be removed from the personnel file after two (2) years and all other materials, except pre-employment credentials and annual employment contracts and notices, after five (5) years.

3. No materials originating from a non-professional source shall be placed in the teacher's personnel file. Nor shall any materials, excepting letters of commendation, be added to the teacher's file unless the teacher has seen and initialed or otherwise acknowledged in writing that he has examined these materials and has been given the opportunity to respond in writing. The teacher's response will be included in his file. If he refuses to acknowledge such materials, it may be included in his file if evidence is appended that he was given the opportunity to acknowledge and respond. Unless a teacher requests exclusion, any communication of a laudatory nature may be added to his personnel file without the requirement of acknowledgement.

4. At the teacher's request, the Board agrees to reproduce any materials in his personnel file for exclusive use by the teacher except letters of reference and other confidential pre-employment credentials of an evaluative nature.

C. Disciplinary interviews, reprimands, or evaluations of any kind must be held in private. Said meetings shall be kept confidential unless waived in writing by the teacher. If such a waiver is made, a member of the MCCCFO may be present upon the teacher's request, and in such circumstance, the administrator may also elect to have a representative present. If the teacher makes public the substance of such meetings, it may be interpreted to constitute a waiver of the confidentiality of the meeting.

D. Field Trip Policy

1. A field trip is construed to mean any educational activity which requires students and faculty members to leave the campus.

2. Field trips may be undertaken when approved by the instructional supervisor.

3. Where possible, the College will provide transportation for approved field trips.

ARTICLE V TEACHERS' RIGHTS (continued)

D. 3. a. If transportation is not provided by the College, a faculty member may use his own vehicle upon receipt of a letter of authorization from the College.

b. In the event that a faculty member uses his own vehicle for a field trip, he shall be reimbursed for mileage at the uniform rate established by the College.

E. A teacher, except where his job description otherwise states, cannot be required by administrative personnel to contribute time and/or work to a Department other than his own.

ARTICLE VI TEACHER RESPONSIBILITIES

The teacher shares with the Board responsibility for the academic quality of the College programs.

A. Each teacher shall teach his assigned courses; develop course content and appropriate instructional materials for courses he teachers; maintian records required by law; cooperate in the planning of departmental and, where appropriate, interdepartmental programs and courses; maintain adequate office hours weekly for the academic assistance and advising of students at least five (5) hours of which shall be posted, as well as filed with the instructional supervisor; attend college, Division, Department, or Area meetings when given 72 hours notification excluding Saturday, Sunday, legal holidays and recess periods; and assist with registration in non-clerical capacities. Provisions of this section shall not apply to regularly scheduled meetings mutually agreed to at the beginning of each semester or trimester.

B. The teachers who teach a particular course shall have the responsibility to specify a collective statement of course content, course goals, and prerequisite skill levels for sequence courses. In addition, the teachers who teach a given course shall draft a single common list of textbooks approved for use in the course, provided that such list must include one alternate but may not include any other text not actually required for use in at least one fourth the number of sections of that course being taught by full-time faculty members in any given semester. A teacher shall within two (2) weeks of request by his instructional supervisor, submit to the supervisor a course outline which demonstrates agreement with the statement of course goals, prerequisite skills, and textbook selections mentioned above.

C. The teacher has a responsibility to try to achieve course goals and to cover course content as agreed to under the provisions given in Article V, A, 2.

ARTICLE VI TEACHER RESPONSIBILITIES (continued)

D. When instructional innovations are planned, the teacher shall inform his administrator and those teachers who teach the course and carry out his innovations in a professional matter, and within budgetary limits.

E. Reasonable departmental non-teaching assignments and tasks, clearly defined by the instructional supervisor, shall be assumed on a voluntary basis; if no volunteers can be found, such tasks shall be equally distributed among the members of the Division, Department, or Area, according to a plan that is developed by the teachers in that Division, Department, or Area, and that provides for equitable and appropriate distribution of tasks among the teachers in the Division, Department or Area. If the teachers in the Division, Department, or Area do not agree upon a plan for the distribution of work within five (5) working days of a request for such a plan by a Division, Department, or Area administrator, the administrator shall make such task assignments as are necessary to get the work done.

ARTICLE VII PROBATION AND PERMANENT STATUS

A. Contracts: Issuance and Termination for Probationary Teachers

1. The probationary period of new teachers, except as defined below, shall be two years. No teacher shall be required to serve more than one probationary period at Macomb County Community College.

2. A new employee of the College falling within the bargaining unit will be given a one year probationary contract. This contract will be renewed for a second probationary year unless a charge including a request for dismissal is made against the holder of the probationary contract which is upheld by the Board after due process for reasons consistent with A, 3 below. But no holder of a probationary contract will be dismissed or refused a second year contract for reasons arising solely from the evaluation procedure as defined in XXXI. If in the opinion of the division director or department chairman the first year probationary teacher's contract not be renewed, he may make a written recommendation to the Campus Dean no later than February 15 who will initiate due process as outlined in VII, B.

3. A probationary teacher who does not receive satisfactory recommendations may be placed upon a third year probation. The service of a probationary teacher shall not be terminated nor shall he be placed upon a third year probation except for reasonable and adequate cause or for failure to meet the standards established by the Departmental or Area evaluative procedures, or for a significant falsification of employment credentials after due process outlined in B below.

A. 4. If the employment of the probationary teacher is to be terminated, he shall be notified of the reason(s) for termination by the Campus Dean when due process is initiated. If the College fails to notify said probationary teacher within the time herein limited, it is agreed that (a) a first year probationary teacher shall be employed for a secondary probationary year; or (b) a second year probationary teacher shall be granted permanent status.

5. On successfully completing his probationary contracts, the new employee shall be given a permanent contract.

6. A teacher hired to teach in a transfer program beginning with the fall semester, 1968, must have a Master's Degree before he is placed upon permanent status. If he does not have a Master's Degree at the end of his second year probationary period, he may be granted a third year's probation. A teacher of an occupational specialty may be required to meet criteria established by his Department or Area instead of the attainment of a Master's Degree as a condition of being granted permanent status.

7. The permanent contract shall be issued ten (10) days after the March Board meeting except when canceled or delayed through the procedures of due process explained below.

8. Contract Continuation

a. A member of the bargaining unit holding a probationary contract receiving recommendations for permanent contract will be granted a permanent contract upon approval of the Board.

b. A member of the bargaining unit who has received a permanent contract will continue in the employ of the College unless specific charges shall be placed against him including a request for dismissal from the College. If such a charge is placed, the procedures shall conform to C, 1.

B. Due process for contract termination of probationary teachers.

1. All charges against a member of the bargaining unit which include a request for dismissal of the member from the college at the end of his contract period or at the end of his contract year, except for recommendations not to grant permanent contract after evaluation, must be first submitted to the Campus Dean who will initiate due process as explained below to determine the validity of the charge.

B. 1. The Campus Dean shall begin due process by convening the Professional Standards Committee within forty-eight (48) hours to hear the charge.

2. The Campus Professional Standards Committee shall meet for the following purposes:

a. To review the evaluation of a member of the bargaining unit holding a probationary contract who has been recommended for dismissal from the College at the end of his second or third probationary contract. In this case they shall determine:

(1) Whether or not an acceptable evaluation has been performed.

(2) Whether or not the evaluation process has been implemented.

(3) Whether or not the member was given written warning as provided in this document and adequate time and support in correcting the deficiencies that formed the basis for the recommendation for dismissal.

b. Whether there is reasonable and adequate cause for termination.

c. Whether or not the evidence submitted warrants the dismissal of the member.

d. To hear a charge including a request for dismissal from the College against a probationary teacher on a charge which is not a part of the evaluation process.

3. At the conclusion of its hearings, the committee will prepare a written report no later than March 1. A copy of the written report and findings will be delivered by registered mail to the member of the bargaining unit concerned, the President of the College, and the President of MCCCFO. This report shall be accompanied by all prior written materials in the case.

4. The college will furnish a secretary to record and transcribe all hearings held by the committee.

5. Upon notification of the intent to discharge a probationary teacher, the teacher may request a hearing as hereinafter provided. All charges against the teacher shall be made in writing, signed by the appropriate supervisor and/or administrative official and filed with the President and teacher affected. In the event the President determines that such charges shall be pursued, he shall furnish the teacher with a written

B. 5. statement of his decision and shall provide for a private hearing to be held within twenty (20) days after the filing of such charges before the arbitrator described in VII, C, 1 below.

Any hearing held for the dismissal of a probationary teacher must be concluded by a decision in writing to the parties aforementioned within ten (10) working days after the termination of the hearing. The decision of the arbitrator will be final.

C. Permanent Contract: Issuance and Termination

After having completed the probationary period, the teacher shall be granted a permanent contract which shall remain in force with annual agreements regarding status and salary, and such teachers shall not be dismissed except as hereinafter provided.

1. Discharge of a teacher under permanent contract may be only for reasonable and adequate cause, and after charges, notice and hearings as hereinafter provided. All such charges against a teacher shall be made in writing, signed by the appropriate supervisory and/or administrative official, and filed with MCCCFO, the President and the teacher affected. In the event the President determines that such charges should be pursued, he shall furnish the teacher with a written statement of his decision and shall provide for a private hearing to be held within no less than twenty (20) days after the filing of such charges before an arbitrator selected and designated by the American Arbitration Association from its list of accredited arbitrators. The decision of the arbitrator shall be final and binding unless such decision is contrary to law or the arbitrator exceeds his authority. The cost of arbitration shall be equally borne by the Board and by MCCCFO.

2. At the hearing before the arbitrator selected as hereintofore provided, both the teacher and the administration may be represented by counsel. Testimony shall be taken on oath or affirmation.

3. Any hearing held for the dismissal of a teacher as provided aforesaid must be concluded by a decision in writing within ten (10) working days after the termination of the hearing. A copy of such decision shall be furnished to the teacher against whom the charges have been placed and to the President within five (5) working days after the decision is rendered.

D. No teacher shall be demoted from rank or salary.

E. All full-time teachers shall be granted the rank of professor concommitant with the awarding of the permanent contract described above.

ARTICLE VIII PROCESSING OF COMPLAINTS

Action taken as a result of a complaint filed by a student against a teacher for alleged misconduct or nonperformance of duties is subject to the substantive and procedural limitations described below. No action shall be taken against a teacher unless full opportunity of due process has been afforded.

A. Substantive

1. Complaints must be written, dated and signed by the complaining party.

2. The charge of alleged misconduct or nonperformance of duties must refer to actions taken in the performance of contractual obligations.

3. The administration may not solicit a complaint, however a verbal complainant may be instructed as to proper written procedures.

4. The administration must refuse to accept any complaint which does not adhere to the substantive definition of a complaint contained herein.

B. Procedural

1. Only the Campus Dean, or in his absence his designated representative, may accept and process a complaint against a teacher.

2. The Campus Dean must evaluate a complaint within ten (10) working days after receipt. This evaluation may include an informal discussion between the Dean and the concerned teacher in which care is taken to preserve confidentiality. If either party discloses the substance of such discussion it will constitute a waiver of such confidentiality.

3. If the Campus Dean decides that the complaint does not warrant further consideration, he shall destroy the complaint on or before the termination of the ten day evaluative period.

4. If the Campus Dean decides that the complaint warrants further consideration, the teacher will be notified of the nature of the charges and will be given a copy of the complaint in its original form as defined in VIII, A, 1 on or before the termination of the ten (10) day evaluative period.

5. The teacher will have an opportunity to consult with the Campus Dean to refute or resolve the charges no later than ten (10) working days after the termination of the ten (10) day evaluative period. The teacher may request counsel or MCCCFO representation at such consultation.

6. If consultation with the Campus Dean does not resolve the complaint, a confidential investigation of the facts shall be initiated no later than five (5)

ARTICLE VIII PROCESSING OF COMPLAINTS (continued)

B. 6. days after the consultation between the Campus Dean and the teacher has been concluded. This investigation shall be terminated no later than ten (10) working days after the date of initiation. The Board and the teacher may be represented during the course of the investigation. The results of the investigation shall be confidential.

7. If the Campus Dean determines that the findings of the investigation do not substantiate the complaint, he shall destroy all written documents pertaining to the complaint within five (5) working days after the termination of the investigation.

8. If the validity of the charges contained in the complaint is established, the Campus Dean shall initiate appropriate disciplinary action within five (5) working days after the termination of the investigation. The teacher in such case shall be entitled to a hearing and shall have the protection of the grievance procedure.

9. A complaint which is substantiated and subsequently filed in a teacher's personnel file shall be removed from that file and destroyed, together with all records maintained by the College of the investigation and subsequent discipline, two years after the original filing date, provided that there has been no substantiated recurrence of the behavior which has resulted in further disciplinary action.

ARTICLE IX TEACHERS EMPLOYED FOR SPECIALLY-FUNDED PROGRAMS

Teachers who are not bargaining unit members may be employed for specially funded programs. A specially funded program shall be defined as a program that receives at least 50% of its financing from non-college operating funds. Provisions of this Agreement not specifically enumerated herein shall not apply to teachers employed for specially funded programs.

A. Seniority rights as specified in Article XXIX, A, 1 and 2 shall not accrue to teachers initially employed under the provisions of this Article.

B. The salary and fringe benefits for all teachers working on such programs shall conform to program limitations but in no instance shall exceed the salary and fringe benefits of teachers covered by this Agreement.

C. Teachers employed in specially funded programs shall not be used to replace bargaining unit members by performing (any) responsibilities or duties being performed by members of the bargaining unit.

D. If a specially funded program becomes permanent (at the end of three years or earlier by Board decision), MCCCFO and the Board will negotiate placement of

ARTICLE IX TEACHERS EMPLOYED FOR SPECIALLY-FUNDED PROGRAMS (cont.)

D. all professional positions in the bargaining unit. Those positions determined to be in the bargaining unit will be posted and filled consistent with the terms of this Agreement.

ARTICLE X RESIGNATION AND RETIREMENT

A. Resignation

1. A permanent contract teacher who intends to terminate his full-time employment at MCCC at the end of the academic year shall notify the Board of his intent as soon as possible, preferably by April 15 so that the selection process defined in Article XXVII can be initiated in the affected Department or Area.

2. Resignations shall be submitted in writing to the President.

3. Resignations occurring at times other than the end of the academic year may be accepted by the Board when it is mutually agreed that the action is in the best interest of the individual and the College.

B. Retirement

1. Eligibility for retirement shall be governed by the provisions of the Public School Employees Retirement Act. (Earliest regular retirement age under this Act is age 55).

2. A teacher shall be retired at the conclusion of the semester during which he attains the age of 65, except that the Board may elect to engage the services of a teacher on a year-to-year basis beyond the age of 65 upon presentation of evidence of good health.

ARTICLE XI COLLEGE CALENDAR

A. The parties to this Agreement shall, during its effective period, negotiate a calendar for the succeeding academic year after the termination of this Agreement. This calendar shall be completed by March 1, 1977 for the subsequent year(s) and shall indicate the beginning and ending dates of all instructional periods, including semesters, trimesters, and summer sessions; any other days for which faculty attendance or performance is required and all recess days or periods.

B. There shall be no alteration of this calendar except by mutual consent of both parties.

ARTICLE XII TEACHERS' REGULAR WORKLOAD AND CLASS SIZE

The provisions of this section apply to all semester, trimester, and summer sessions or portions thereof.

A. Scheduling of Classes and Work Schedules

1. No less than thirty (30) calendar days prior to the published deadline date for submission of the Class Schedule to the Campus Dean's office, teachers shall be given opportunity to submit recommendations regarding the Class Schedule to their immediate supervisor which he shall consider when drafting the course schedule of that Department or Division. The primary consideration in the scheduling of classes shall be the needs of the students.

2. A similar opportunity will be made available to counselors, librarians, teachers in Programmed Learning, and Coordinators of Cooperative Programs in establishing their Area's work schedule. An Area's work schedule will not necessarily be built for a semester at a time.

B. Assignment of Teachers

A system for determining the order of selection of instructional assignments and for covering the instructional program shall be drafted by the teachers of each area (see listing in Appendix F).

In the event the plan drafted does not adequately cover the instructional program, the teachers shall be advised by their instructional supervisor and given a second opportunity to devise the system. If the second draft of the system is not satisfactory, an appeal shall be made to the Instructional Dean, whose decision shall be final.

The established system shall be in accordance with the terms of this Agreement and the guidelines provided below.

1. In the event the teachers of a Department or Area do not establish a system for determining the order of selection of assignments by October 1, the selection of assignment shall be based on Department or Area seniority. Should a tie in seniority occur, order of participation in the process of selection shall be settled by lottery.

2. If any classes of a teacher's regular assignment fail to materialize, that portion of his class load shall be completed under the terms of 5, below prior to the assignment of any classes to other persons.

3. The scheduling of full-time teachers' classes shall be accomplished prior to the assignment of any classes to other persons.

B. 4. Teachers identified as MCCCFO negotiators shall be scheduled according to the provisions of Article III, K, 4.

5. All daily classes for any teacher shall be scheduled within a six (6) hour time interval. No teacher shall be required to teach more than three (3) consecutive hours without a break of at least one (1) hour, nor shall he be assigned a class before 10:00 am on a day following a class assignment after 6:00 pm without prior agreement of the teacher involved. Failure to waive any of these provisions will not be considered in the evaluation process or as a condition of employment. Individual teachers for whom full teaching loads cannot be generated within the time limits as established above, shall not be required to teach after 6:00 pm for more than two (2) evenings per week. Provisions of this paragraph apply only to classroom teachers.

6. For those teachers whose regular assignment is thirty-five (35) hours per week. No individual shall be required to accept an assignment in excess of 8 hours per day nor two (2) evenings after 6:00 pm per week. In addition, no individual shall be required to accept an assignment that is split (excluding a one hour break for lunch or dinner). Failure to waive any of these provisions will not be considered in the evaluation process or a condition of employment.

7. The criteria for Inter-Campus/Divisional/Department/Area teaching assignments, to complete a workload, shall be a minimum accumulation of twenty (20) semester hours, at least fifteen (15) of which shall be graduate credits in the discipline to be taught or equivalent experience in occupational areas or having previously taught the course at MCCC as a part of his regular workload.

8. Prior to the time a teacher selects his regular assignment, he shall be advised of all sections being blocked.

9. Deviations from a teacher's basic workload assignment may occur only if a class fails to materialize, or if mutually agreed between a teacher and his supervisor; however, bumping shall not be allowed where a teacher can complete his full workload from unassigned classes within his Area/Department/Division and consistent with Article XII, B, 5. Errors in the Schedule of Classes shall not be binding.

10. Each faculty member must schedule his workload to be on campus for classes and/or office hours a minimum of three days per week.

B. 11. During faculty development days all faculty members shall be on campus the same number of hours per day as regularly scheduled for service personnel (counselors, librarians, etc). However, these hours must be scheduled between 8:00 am and 5:00 pm. The following tasks may be assigned according to the plan developed by each Area:

a. Curriculum development

b. Academic placement assistance

c. Other normal Departmental and/or Area tasks.

d. Committee meetings

C. Hour Load

Variations in hour load as described hereafter can be arranged by agreement between the teacher and his instructional supervisor.

1. Classroom Teachers

a. For purposes of computing hour load, one credit hour shall be equal to one equated hour except as specified below:

b. A teacher shall teach no less than fourteen (14) and no more than sixteen (16) equated hours per semester.

c. Trimester hours shall be equated to .88 of one semester hour for the purpose of determining faculty hour workload.

d. The standard workload for teachers on the trimester calendar shall total 36 credit hours, normally distributed as fourteen (14) credit hours weekly in the fall and winter trimesters and eight (8) credit hours weekly in the spring trimester. Variations in the distribution of this workload can be arranged by agreement between the teacher and his instructional supervisor.

e. Course contact hours which exceed credit hours shall be equated at eight-tenths (.8), except as provided hereafter.

f. A contact hour is defined as a fifty (50) minute class session.

g. Science wet lab sections as defined in Appendix C, 11 shall be equated at 1.0 in recognition of the large classes scheduled in that area. This exception shall preclude such labs from participation in the student penalty pay.

C. 1. h. English composition classes shall be equated at one and one-third (1.33).

i. Where course contact hours are less than credit hours the equated hours for the course shall be equal to the contact hours.

j. Directed studies shall be equated at one-tenth (.1) times the number of students enrolled.

k. Team teaching shall be prorated on the basis of actual instructional time, based on the equated hours for the assignment being team taught.

l. Combined sections of the same course shall be equated as follows:

2 at 1.5
3 at 1.8
4 at 2.0

Combined sections shall be considered individually for the purpose of computing penalty pay.

m. When different courses are intentionally combined in the same section, the following limitations will apply:

(1) The courses shall be highly similar in nature.

(2) No more than three (3) courses shall be combined in any such section.

(3) The maximum number of students enrolled in such a section shall not exceed twenty-eight (28).

(4) Teacher credit for such combined sections shall equal the highest credit granted for one of the courses.

n. Directed studies, team teaching, and combined sections as specified in j, k; l, and m above shall require the consent of the teacher(s) and the approval of the instructional dean.

o. Entire sections shall be taught by a single teacher unless team teaching is agreed to by teachers who teach the course and is authorized by the instructional dean.

C. 2. Counselors, Librarians, Programmed Learning Teachers, Coordinator of Cooperative Programs and Research Assistants

a. The workload of counselors, librarians, programmed learning teachers, and research assistants shall be thirty-five (35) hours per week exclusive of lunch hours. Holidays and recesses shall be determined by the instructional calendar.

b. The system for determining the workload shall be in accordance with XII, B, 6.

c. There shall be provided an eight (8) week rider to the basic contract of librarians who had ten (10) week riders during 1971-72. Compensation shall be at the teacher's hourly rate. This eight (8) week employment shall normally be available during the summer period. However, the immediate supervisor may assign a portion of this employment during the recess periods shown on the academic calendar. This assignment shall be made no less than thirty (30) days before the work is expected to be performed.

d. The work schedule for counselors shall be either a 44 week period or a 34 week period. Counselors may select either option but no more than 20% may select the 34 week schedule. The selection of this option must be given to the appropriate administrator by August 1 of each year. Counselors selecting the 34 week option will have the same schedule as the negotiated academic calendar. Counselors having the 44 week option will be scheduled for any 44 weeks during the calendar year excluding holidays and the time between Christmas and New Years Day. Schedules will be made known to the 44 week personnel for a minimum of a semester at a time. Counselors selecting the 44 week option will be paid at the rate of 1.30 times their annual base salary.

e. The regular workload of counselors, librarians, programmed learning teachers, and research assistants shall not include classroom teaching.

f. Coordinators of cooperative programs with student workloads shall have a regular workload of 14 to 16 equated hours. The equated hours shall be computed as follows:

--One contact hour of seminar = one equated hour
--One student = 1/3 equated hour

ARTICLE XII TEACHERS' REGULAR WORKLOAD AND CLASS SIZE (continued)

C. 2. f. Coordinators of cooperative programs without student workloads shall have a regular workload of thirty-five (35) hours per week exclusive of lunch hours.

D. Student Load

1. The average number of students in the classes taught under the teacher's basic workload shall not exceed twenty-eight (28) based on class count at the end of the third week of the semester or term. In the event the average exceeds twenty-eight (28), the teacher shall receive as a penalty payment, consistent with the schedule of Appendix B, the amount of six dollars ($6.00) per student credit hour for the excess number of students over the average as defined above. Extra-contractual and summer classes shall not be included in the computation of penalty pay.

2. Speech and English composition classes shall not exceed twenty-eight (28). Nor shall there be any "add-backs" during the registration process, unless the class count drops below twenty-five (25).

3. Consistent with the time lines in XII, A, other variations in student load may be cooperatively established between the faculty of an Area or Department and the instructional supervisor, with the approval of the Campus Dean.

4. Experimentation by the individual teacher in class size, methods of instruction and media shall be encouraged and recognized provided it is within budgetary limitations, and with approval of the instructional supervisor and Campus Dean.

5. The number of students in laboratory classes shall not exceed the number of available work stations.

6. Compensation of teachers authorized to perform technical laboratory maintenance shall be at the rate of ten dollars ($10) per hour. This compensation is excluded from the provisions of Article XIV, A, 3.

7. The provision of assistants for science laboratories shall be continued.

ARTICLE XIII TEACHING FACILITIES

A. The Board shall provide each teacher, subject to budgetary limitations, ample office space and equipment which is necessary to carry out activities which clearly relate to teaching duties. In addition to the usual office supplies, teachers shall have access to resources available such as typewriters, calculators and duplicating machines. The objective is the two-man office with

ARTICLE XIII TEACHING FACILITIES (continued)

A. appropriate individual equipment for each teacher. All new facilities shall be built with offices designed for no more than two persons and no more than two persons shall be assigned to these offices without agreement between the immediate supervisor and the teachers involved.

B. The Board shall provide adequate office facilities for the counseling of students. As soon as it is practical, physical facilities shall be designed to make it possible for students being counseled to be insured the highest degree of privacy.

C. The Board shall provide at no charge, year-round, well-maintained, well-lighted and patrolled parking lots limited to full-time staff and conveniently located on each campus.

D. The Board shall maintain for the exclusive use of the professional staff, well-equipped lounging, dining and rest areas.

E. The Board shall provide a separate reading room in the South Campus Library and a reading area in the Center Campus Library exclusively for use of the professional staff for research and in-library reading. These rooms or areas shall not be used, however, as substitutes for regular offices.

F. The teachers shall have the right to use the school mailing facilities for intra-campus and outside mailing purposes. Postal charges borne by the college are limited to non-personal mail. Teacher's mail shall not be opened and the mailboxes of teachers shall not be disturbed under any circumstances by unauthorized persons. The use of college mailing facilities shall be for college related business only.

G. Adequate secretarial services shall be provided for each Department or Division.

H. Classrooms shall be quiet, well-equipped, well-lighted and shall be assigned according to the needs of the class to be taught in the rooms. Rooms must conform to safety and fire regulations which determine the number of students for any allocated room space.

I. The Board shall make arrangements for a well-equipped area on each campus where illness or injuries which occur on College premises can be adequately treated. The College shall maintain the services of a staff nurse on the South Campus. Clearly defined procedures to guide teachers in the handling of emergencies shall be provided by the Dean of each campus.

ARTICLE XIV EXTRA-CONTRACTUAL, SUPPLEMENTAL, SUMMER AND RELEASED TIME ASSIGNMENTS

Full-time teachers employed beyond their basic contractual obligation shall receive compensation and shall be expected to work subject to the provisions set forth in this Article.

A. Extra-Contractual Assignments

1. Teachers employed for extra-contractual assignments as defined in Appendix C, 13 shall be paid at the rate of 1/45 of their basic annual salary per equated hour taught, consistent with the provisions of Article XII, C. Teachers as defined in Appendix C, 3 performing services other than classroom instruction shall be compensated at their actual hourly rate computed on the basis of a thirty-five (35) hour week.

   a. A teacher whose regular load falls in the range of fourteen (14) to sixteen (16) equated hours, shall be paid for any additional assignment at the extra-contractual rate.

   b. A teacher whose regular load exceeds sixteen (16) equated hours, shall be paid for those equated hours in excess of fifteen and one-half (15.5) at the extra-contractual rate.

2. Each teacher shall have the right to accept or reject at his option any and all extra-contractual assignments. The Board shall not obligate a teacher to assume an extra-contractual assignment without prior written consent of the teacher involved nor shall the Board or any administrator impose a condition on any individual that his employment is contingent upon willingness to accept an extra-contractual assignment.

3. A teacher may be considered for extra-contractual assignments within the limits of availability. But he shall be limited to twenty-two (22) equated hours annually, sixteen (16) equated hours during the academic year, and nine (9) equated hours during any one trimester or semester, including the summer. For teachers on a trimester calendar, these credit hour limitations shall be 25, 18 and 10 respectively.

4. All extra-contractual assignments must first be offered to full-time teachers before being offered to non-bargaining unit personnel. Each Department or Area shall develop its own plan by which priorities in assignments shall be determined.

5. The availability of extra-contractual assignment, including courses in Continuing Education, shall be made known by posting in the respective Division or Department one week prior to the offerings of such assignments. All extra-contractual assignments, including assignments in the Division of Continuing Education shall be made public by posting on each campus.

B. Summer Assignments

1. Classroom teachers employed for all or a portion of the time from the end of the regular spring semester to the beginning of the fall semester shall be paid at the rate of one-thirtieth (1/30) of their basic annual salary per equated hour taught. This rate shall also apply to all trimester courses beyond the regular workload during the spring trimester.

2. Those employed for a thirty-five (35) hour week such as counselors, librarians, teacher coordinators of work programs, and teachers in Programmed Learning, shall be employed consistent with the provisions of XII, C, 2. These teachers shall be compensated at their hourly rate.

3. All summer assignments must first be offered to full-time teachers before being offered to non-bargaining unit personnel.

4. All full-time teachers have the right to teach summer session courses consistent with the limitation in XIV, A, 3 and within the limits of class availability. Each Department or Area shall develop its own plan by which priorities in assignments shall be determined.

5. Where possible, teachers shall be offered summer school employment prior to June 1. If summer school employment is cancelled, except for acts of God or civil disorders, the teacher shall be given a suitable non-teaching assignment at the same pay, but with the hours of employment to be prorated on the basis that thirty-five (35) hours per week shall be considered full-time employment.

6. The availability of summer assignments shall be made known by posting in the respective Division or Department one week prior to the assignment of such offerings. All summer assignments shall be made public by posting in each Department and Division.

7. The equated hours for coordinators of cooperative programs shall be prorated consistent with the length of the assignment and with XII, C, 2, f.

8. During the summer session no class shall be scheduled for longer than eight (8) weeks.

C. Supplemental and Release Time Assignments

All teachers shall be informed of the availability of released time in excess of that needed for Department or Area coordination and shall have the right to present proposals requesting released time, consistent with the conditions of

ARTICLE XIV EXTRA-CONTRACTUAL, SUPPLEMENTAL, SUMMER AND RELEASED TIME ASSIGNMENTS (continued)

C. Article XXV. It shall be the responsibility of the Department Chairman or Division Director of insure that such released time is distributed equitably.

1. The granting of released time and the issuance of supplemental assignments for the coordination and performance of necessary activities related to the instructional program of a Department or Area shall be subject to the approval of the instructional supervisor upon the submission of a documented request by a teacher or the teachers of that Department or Area. Denial of the request on any administrative level shall be accompanied by a written rationale. A method for distribution of released time, or supplemental assignments requested, shall be included in the original proposal.

2. A teacher may not assume supervisory or administrative duties under released time arrangement or supplemental assignments.

3. A teacher with released time may be considered for teaching the equivalent of one class under extra-contractual assignment subject to the provisions of XIV, A, 3 above.

4. A teacher shall be informed in writing of the full requirements of any supplemental non-teaching services prior to the signing of a supplemental agreement. The provision outlined in XIV, A, 3 shall not apply to Supplemental contracts.

5. Teachers employed for supplemental assignments as defined in Appendix C, 14 of the Agreement shall be paid at a rate mutually agreeable between the employee and the employer and commensurate with rates prevailing in the community for such professional skills.

D. 1. The qualifications for teaching extra-contractual or summer assignments on an inter-divisional/departmental basis shall be as specified in IV, D.

2. The qualifications for teaching extra-contractual or summer assignments on an intra-divisional/departmental basis shall be as specified in XII, B, 7.

ARTICLE XV PROFESSIONAL GROWTH FUND

A. The Board shall establish a Professional Growth Fund in the amount of $300 per teacher. Said fund to be allocated to each teacher in equal semi-annual payments. These payments to be made by November 15 and April 15 of each academic year. These funds may be used for professional courses of study and/or professional development allowance for the individual teacher's current and continued contribution to Macomb County Community College as herein described.

ARTICLE XV PROFESSIONAL GROWTH FUND (continued)

B. Each teacher shall be entitled to eight (8) days professional absence during a school year, subject to conditions outlined below, to attend local, regional, national or international professional conferences or exhibits without loss of pay when approved in advance by the appropriate administrators. Such conferences or exhibits shall be directly related to the work of the teacher.

1. The teacher who anticipates a professional absence must complete an absence request form which will be submitted to his immediate supervisor for processing and recommendation to the Campus Dean, at least five (5) working days before said absence. Professional days shall be calculated to cover days of the conference plus the equivalent of one additional travel day as needed. Failure to obtain authorization for absence may result in loss of pay for the period of absence. Verification of conference or meeting attendance shall be supplied the College by the teacher filing a registration receipt or other proof of attendance within five (5) working days of his return to work.

2. The teacher who is to be absent shall be responsible for making advance arrangements for his classes. Arrangements made, including the possibility of substitute, shall require the approval of the immediate supervisor.

ARTICLE XVI PROFESSIONAL LEAVES OF ABSENCE

A. General Provisions

1. Professional Leaves shall be limited to:

a. Compensable

(1) Sabbatical Leaves

(2) Leaves for Exchange Teaching

b. Non-Compensable

(1) Advanced Study Leaves

(2) Leaves for Foreign country or Military School Teaching

(3) Leaves for Participation in National Defense Graduate Fellowship Program

41

A. 2. Professional Leaves of Absence, excluding Sabbatical Leaves, may be granted permanent status teachers. Such leave and extensions thereof shall be subject to the approval of the Board upon recommendation of the President.

3. Upon return from a Professional Leave, a teacher shall be placed at the same level of the salary schedule which he would have achieved had he not taken a Professional Leave.

4. Requests for extension of a Leave of Absence must be made in writing at least sixty (60) days before the termination of leave. Failure to request an extension shall constitute termination of leave. Failure to return to employment upon termination of leave shall constitute termination of employment.

5. Benefits or rights accumulated by a teacher prior to the effective date of the Leave of Absence shall be carried forward and credited to the teacher upon his return.

6. Teachers who have been on a Professional Leave may be considered for another Professional Leave after they have returned for one (1) year.

7. Application for Professional Leave other than Sabbatical must be filed with the Director of Personnel no later than fourteen (14) weeks preceding the semester or trimester that the leave shall become effective. Application for Sabbatical Leave, together with a plan of work, must be filed with the Sabbatical Leave Committee not later than fifteen (15) weeks preceding the semester or trimester that the leave shall become effective. In computing the times for the application of all Professional Leaves, the time between the end of the spring term and the beginning of the fall term shall be excluded. Pertinent dates herein shall be published by the Director of Personnel during the first month of the fall term.

8. The Director of Personnel shall notify the teacher of the expiration of his leave ninety (90) days preceding the expiration date. The teacher shall forward his intent to return sixty (60) days prior to the beginning of the semester or trimester in which he intends to resume his teaching duties.

B. Compensable Leaves

1. Sabbatical Leaves

A Sabbatical Leave, not to exceed one academic year, may be granted to a permanent status teacher consistent with B, 1, b, below for the purpose

B. 1. of improving the quality of that teacher's instructional ability. For purposes of this section, years of active service of employment shall be computed from the date of hire for full-time teaching employment at MCCC and include all years of full-time active teaching. Request for Sabbatical Leave shall be presented to the Board by the President with his recommendation for approval and the recommendation of the Sabbatical Leave Committee which shall follow these guidelines:

a. The purpose shall be for professional study, work on publications, educational travel relevant to the employee's teaching responsibility, travel combined with study, research, or other purposes which will, in the opinion of the committee and the Board, improve the quality of instruction at MCCC. The teacher shall identify these purposes in a plan submitted with his application for Sabbatical Leave and he shall report his accomplishments to the committee upon his return. The Sabbatical Leave Committee shall present these reports to the Board of Trustees along with its own final report within one month of the Sabbatical Leave recipient's return.

b. Sabbatical Leave granted teachers shall be distributed among teachers and compensated in accordance with the following schedule:

Years of Active Service at MCCC	Percent of Year's Salary
7	50% 2 Semesters
	100% 1 Semester

c. Subject to all other applicable general provisions relating to leaves contained in this Agreement, not inconsistent herewith, the percentage of salary shall be based on the salary that would have been paid the teacher had he continued on a regular teaching assignment. Compensation while on Sabbatical Leave is limited to the appropriate percentage of contractual salary. Special arrangements for payment of salary will be considered upon application for Sabbatical Leave.

d. Any teacher granted a Sabbatical Leave agrees to return to teaching service with Macomb County Community College for at least one (1) academic year following the period of Sabbatical, unless this obligation is waived or deferred in whole or in part by the Board. Seniority to qualify for eligibility for further Sabbatical Leave shall include only the years of active employment worked subsequent to return from Sabbatical Leave.

B. 1. e. If a request for Sabbatical Leave is disapproved or denied by the Sabbatical Leave Committee, the President or the Board, the teacher shall receive reasons for denial in writing by the party taking such action.

f. A teacher who does not return to Macomb County Community College for a period of at least one (1) year after completing his Sabbatical Leave shall reimburse the Board for all monies received from it during such leave. A teacher granted Sabbatical Leave shall not accept employment while on leave without the approval of the President. Scholarships and fellowships in approved colleges and universities or grants which do not interfere with the program of professional improvements are excepted.

g. The total number of teachers approved for Sabbatical Leave annually shall be at least six (6) teachers if the number of applications recommended by the Sabbatical Leave Committee is sufficient. However, the number of available Sabbatical Leaves shall be reduced by the number of Retraining Leaves awarded according to XXVIII, B. Recommendations of the Sabbatical Leave Committtee shall be ranked in priority order and should include alternates who may be granted such leave if a higher ranked applicant does not accept, providing that the number of approved applicants is sufficient.

h. The Sabbatical Leave Committee shall consist of five (5) teachers appointed by the MCCCFO.

i. The Board shall notify the Sabbatical Leave Committee and each applicant of the disposition of his request for Sabbatical within thirty (30) days of receipt of the application, necessary plan of work, and the written recommendation of the Sabbatical Leave Committee.

2. Leaves for Exchange Teaching

A teacher may be granted a one (1) year leave for exchange teaching.

The plans as formulated by the Office of the United States Commissioner of Education in which each exchange teacher remains under the control of the home district in matters of pay and other related considerations, shall be in full effect.

C. Non-Compensable Leaves

1. Advanced Study -- Occupational Skill Upgrading Leave

A teacher may be granted a one (1) year leave for advanced study or occupational skill upgrading.

ARTICLE XVI PROFESSIONAL LEAVES OF ABSENCE (continued)

C. 2. Leaves for Foreign Country or Military School Teaching

A teacher may be granted leave for Foreign Country or Military School teaching.

3. Leaves for Participation in National Defense Graduate Fellowhip Program

National Defense Graduate Fellowship Leaves may be granted for a period of three (3) years or any part thereof for successful completion of a graduate program in pursuance of a Master's Degree or a Doctor's Degree.

ARTICLE XVII PERSONAL LEAVES

A. General Provisions

1. Requests for Personal Leaves and extensions shall be submitted to the Director of Personnel and are subject to the approval of the Board upon recommendation of the President.

The teacher shall be notified in writing of the Board's decision within ten (10) working days.

2. Personal Leaves shall include the following leaves:

a. Health Leaves due to Physical or Mental Causes

b. Leaves to Care for Ill Members of Immediate Family

c. Maternity Leaves

d. Military Leaves

e. Leaves of Public Service

f. Mutual Consent Leaves

3. A teacher returning from Personal Leave shall have the right to return at the beginning of a term provided that the teacher shall give notice of his intention to return at least sixty (60) days before the end of the semester/ trimester immediately preceding the semester / trimester which he intends to return. Teachers returning from Personal Leaves of one semester or less shall have the right to return to the Department/ Area from which he left. The Director of Personnel shall notify the teacher of pertinent dates.

ARTICLE XVII PERSONAL LEAVES (continued)

A. 4. Upon return, a teacher on Personal Leave shall receive any negotiated general salary increase granted, excluding increments (except as provided in paragraph E for which service increments shall be awarded). Such salary shall be in effect one (1) year from date of return, subject to change due to earned increments occuring during the one year period following return and any further negotiated general increase.

5. Benefits or rights accumulated by a teacher prior to the effective date of the leave of absence shall be carried forward and credited to the teacher upon his return, consistent with the terms of this Agreement.

6. Personal Leaves, except in emergencies, shall commence and terminate with the beginning of the semester or trimester.

7. Benefits to teachers on Personal Leave are limited to those stipulated in this Agreement.

B. Health Leaves

1. Health Leave not falling within Sick Leave Policy may be granted. Such request shall be in writing and shall be accompanied by a written diagnosis by the attending physician. Such Health Leave may be considered for renewal annually.

2. Requests for extensions of such leaves or notice of intention to return must be made at least sixty (60) days prior to the termination date of the leave, provided that the applicant's statement of medical probability that he will be fit to return satisfies the requirement of notice. Failure to return after termination date of the leave will constitute termination of employment. Notice of intention to return must be accompanied by a doctor's statement attesting the teacher's fitness.

C. Leave for Care of Ill Members of the Immediate Family

1. Leave may be granted to care for ill members of the immediate family upon request by the teacher. Sufficient proof must be submitted to the President that such a leave, or extension of such as leave, is necessary before the request will be granted.

2. A teacher may use Sick Leave Days to care for ill members of the immediate family when an extended leave for such a purpose is unnecessary.

ARTICLE XVII PERSONAL LEAVES (continued)

D. Maternity Leave

1. Upon written request, a female teacher who is an expectant mother, who adopts a child, assumes the legal responsibility of a family, or acquires a family by marriage may be granted a leave of absence.

2. A teacher granted Maternity Leave must return to work not later than one (1) year from the end of the semester in which leave was taken. Failure to return at this time will constitute termination of employment; however, two extensions of one year each of Maternity Leave may be granted upon application by the employee on leave.

3. Request for Maternity Leave shall be submitted no later than thirty (30) days prior to the beginning of the semester during which the Maternity Leave is expected. However, an expectant mother may request her leave at the beginning of her pregnancy if such request is accompanied by a doctor's statement attesting to the need for leave. There should be no limitation on the length of time the expectant mother may continue to teach, except that after the fifth month of pregnancy, the expectant mother shall submit a statement from a licensed medical or osteopathic physician each month attesting to her physical fitness to teach that month.

E. Military Leaves

1. A teacher who is conscripted, or who enlists while eligible for conscription, or joins the Peace Corps in lieu of conscription, shall be reinstated as a regular teacher with full credit including annual increments under the salary schedule.

2. Increment credit for Military Leave shall not extend beyond the time of original enlistment or beyond the time necessary to discharge the teacher's military obligation.

3. When a teacher must take temporary Military Leave (not to exceed fourteen (14) school days) during the school year, the Board shall compensate the teacher involved for the difference between the teaching pay and the military pay and shall provide a substitute for his position, if necessary, without loss of pay; however, all reasonable efforts by the teacher must be pursued to arrange leave during the summer.

F. Leaves for Public Service

A teacher may be granted leave for Public Service on an annual basis if he is elected or appointed to public office, subject to sufficient notice to make adequate provision for replacement. Such leave shall not be extended beyone a second

ARTICLE XVII PERSONAL LEAVES (continued)

F. year and the request for extension must be made in writing at least sixty (60) days before the expiration date of the original leave.

G. Mutual Consent Leave

A Personal Leave may be granted to a teacher upon his request when it is mutually agreeable to the teacher and the Board.

ARTICLE XVIII PERSONAL BUSINESS LEAVE

A. Each teacher will be allowed up to five (5) days (non-cumulative) per year for personal business. Personal business may not be taken immediately preceding or immediately following holidays or recess periods for the purpose of extending such periods. A Report of Absence Form must be submitted per present operating procedures, except at no time shall a teacher be required to reveal the nature of such Personal Business.

B. A teacher will be allowed up to five (5) days funeral leave for each bereavement in his immediate family. A Report of Absence Form must be submitted per present operating procedures.

C. Upon timely request of the teacher, and with the approval of the immediate instructional supervisor, temporary substitutes shall be provided for teaching duties ordinarily assumed by the absent teacher during a Personal Business Leave Day.

D. A teacher employed at any time other than the beginning of the fall semester shall have his Personal Business Leave Days prorated for the period of employment of the academic year.

ARTICLE XIX JURY DUTY

A leave of absence shall be granted to a teacher called for jury service. In such cases, the teacher shall notify the Director of Personnel at the time of the call, and the Board shall pay to the teacher an amount equal to the difference between the teacher's salary as computed on a daily basis and the daily jury duty fee paid.

ARTICLE XX SICK DAYS

A. Each teacher shall be credited with one day of Sick Leave for each month of employment for personal illness or injury. There shall be a maximum of twenty (20) accumulated sick days, except that a teacher may use sick days accumulated prior to September 1, 1968, to maintain his allowance of twenty (20) accumulated sick days. Sick days may be used for child delivery. This provision shall not apply when an employee is on an approved leave.

ARTICLE XX SICK DAYS (continued)

B. The Board shall notify each teacher at the end of each academic year of the number of his earned Sick Leave Days.

C. The teacher shall provide a statement from a physician substantiating an absence due to illness of five (5) consecutive working days in order to be consistent with requirements of the insurance carrier.

D. Computation of days to be deducted from a faculty members' sick leave bank shall include the first and last day of illness and all intervening faculty duty days.

ARTICLE XXI METHODS OF COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in Appendix A of this Agreement.

B. Salary payments shall be computed and paid in one of the following methods at the option of the teacher:

1. The annual salary shall be paid in twenty-six (26) equal bi-weekly payments, September to August (see Appendix B).

2. The annual salary shall be paid in twenty (20) equal bi-weekly payments, September to May (see Appendix B).

3. A teacher electing option 1 above may, upon written request, receive the unpaid portion of his salary at the final pay date in May.

4. Extra-contractual pay for semester classes shall commence on the third pay date of the semester and shall be paid over eight (8) consecutive pays.

5. Extra-contractual pay for trimester classes shall commence on the third pay date of the trimester and shall be paid over seven (7) consecutive pays.

6. Pay for summer semester classes shall commence no later than three (3) weeks after the start of the teacher's classes and shall be paid over the number of pay dates in the classes duration.

7. Semester/trimester penalty pay shall be paid on the fifth (5th) pay of the semester/trimester.

C. Teachers' pay will be mailed to their residence to arrive every other Friday. When a pay day falls on an established holiday or recess period, the teacher shall receive his check on the day as defined in Appendix B.

ARTICLE XXI METHODS OF COMPENSATION (continued)

D. The teacher shall have the option to receive his pay at the Campus Business Office on the designated pay date provided he arranges this with the Campus Business Office before the established mailing date.

E. The Board shall authorize items eligible for payroll deductions. These items shall be those required by law and those items which shall have been properly authorized by the teacher for deduction. Upon receipt of a signed authorization for deduction of membership dues and assessments of the MCCCFO from any teacher, the sum of said dues and assessments as established by the MCCCFO will be deducted from the regular salaries of such teachers and remitted to the Treasurer of MCCCFO. The number of deductions will be agreed upon with the Business Office.

F. Salary errors will be adjusted upon detection and corrections made retroactive within legal limits.

G. If it becomes necessary to contract professional service from any teacher, the rate of reimbursement shall be at the rate prevailing in the community for the type of professional skill sought by the employer. This service shall not affect the limits of extra-contractual assignments stated in Article XIV, A, 3. Acceptance or rejection of such an assignment will not be considered as merit on the teacher's record nor shall it be considered a condition of employment.

H. The hourly rate for thirty-five (35) hours per week faculty shall be computed based on a 169 days.

I. No unilateral witholding of a paycheck or any portion thereof shall be permitted except for unauthorized or unreported absences, disciplinary suspension or resignation without notice. In the case of disciplinary suspensions the pay of the individual will not be withheld unless there has been prior notice, a hearing through the grievance procedure and final adjudication of the matter. In the event the matter has not been adjudicated by the end of the academic year, the disputed salary shall be withheld.

J. Payment for supplemental services will be made as specified in the supplemental contract detailing such services.

K. Teachers will receive payments for extra-contractual and summer school teaching on a bi-weekly basis at the salary rates set forth in XIV, A of this Agreement. Payment shall be made according to dates set forth in Appendix B of this Agreement.

L. When transportation is required and not provided by the College, travel between campuses or on any College business after a teacher has reported to his first daily assignment shall be reimbursed at the established College rate, but not

ARTICLE XXI METHODS OF COMPENSATION (continued)

L. less than ten cents ($. 10) per mile. Travel reimbursement forms shall be submitted monthly.

M. Compensation for temporary substitute teaching shall be paid at the rate of thirteen dollars ($13. 00) per contact hour when requested by the supervisor and accepted by the teacher. Pay for substitute teaching will be granted only for absences which have been charged to the absent teacher's leave account.

N. After ten (10) years of service at Macomb County Community College, each teacher who has attained the maximum salary shall receive annually a longevity premium of one hundred ($100. 00) dollars.

O. No compensation shall be paid to any faculty member except in accordance with the terms of this Agreement.

ARTICLE XXII CREDIT FOR PREVIOUS EXPERIENCE

A. Teachers initially hired after September 1, 1970 may be given credit for up to and including eleven (11) years of experience, provided that credit may not exceed the actual experience and there is no retroactive effect of this provision. The initially employed teacher shall be placed on the salary schedule at a step commensurate with his acceptable experience according to the table below. Acceptable experience shall consist of teaching and work experience applicable to his assignment

Years of Credit	Index to be Assigned
0	1. 00
1	1. 04
2	1. 08
3	1. 12
4	1. 16
5	1. 20
6	1. 25
7	1. 30
8	1. 35
9	1. 40
10	1. 45
11	1. 50

B. The selection committee established in Article XXVII shall, as a part of its function, recommend the acceptable experience to be credited to each newly employed teacher. The experience to be credited shall be at the discretion of the Board but shall not exceed the provisions of A, above.

ARTICLE XXIII INSURANCE

The Board shall provide, at no cost to the teacher, except as specifically noted below, a program of insurance protection which shall remain in effect for the duration of this Agreement.

A. Life

The Board shall continue to provide life insurance protection in the amount of twice the teacher's annual salary.

B. Short-Term Sickness and Accident Insurance

The Board shall continue to provide Short-Term Sickness and Accident Insurance. Disability benefits shall commence upon the exhaustion of Sick Leave Days up to twenty (20) days or accumulated Sick Leave Days, whichever occurs first, but no sooner than the sixth (6) day of absence. This insurance shall apply to absence from work because of illness, accident or hospitalization. Benefits continue through the thirteenth week or end of disability, whichever occurs firs.

C. Long-Term Disability

The Board shall continue to provide Long-Term Disability Insurance in the amount of 65% of the teacher's basic contract salary. Disability benefits shall commence the fourteenth week of total disability and continue for the period of total disability or to age 65, whichever occurs first. During the time of total disability there shall be excluded from the non-duplication offset any Social Security Benefits in excess of those in effect at the time of disability.

D. Accidental Death and Dismemberment

The Board shall continue to provide accidental death and dismemberment insurance.

E. Health

1. The Board shall provide for all teachers and their dependents health insurance provided by Michigan Blue Cross-Blue Shield Comprehensive Hospital semi-private MVF-1 with Master Medical plus Riders OB, ML, Prescription Drug, and IMB.

2. The Board will provide coverage on behalf of each subscribing teacher, while he is on the payroll, toward the cost of the hospital-surgical-medical coverage described above equal to the full subscription rate on premium charge for the classification or coverage to which the teacher

E. 2. shall have subscribed. Such coverage shall be based upon his marital status and the number of his dependents, provided that it is not in excess of the coverage described in the next paragraph.

3. The coverage for which the Board will contribute under the foregoing may be at the teacher's option, protection for (1) self alone or (2) self and family, including only spouse and eligible children nineteen (19) years of age and under, or (3) group coverage for qualified children over nineteen (19) years of age with the additional premium charge for such coverage to be paid by the teacher as a payroll deduction.

4. There shall be no interruption in Blue Cross-Blue Shield coverage for those teachers already enrolled. For those newly enrolling, coverage shall go into effect after the Blue Cross-Blue Shield prescribed waiting period.

F. The Board shall provide Dental Insurance for all teachers and their dependents who qualify giving benefits no less than Prudential Insurance Company's Dental Plan for Class A and Class B and orthodontic benefits with the $50 deductible.

G. Workmen's Compensation

Each employee shall be covered by the applicable Workmen's Compensation Laws. In the event an employee is entitled to benefits under the Workmen's Compensation Act, the difference between the Workmen's Compensation Benefit and 65% of the teacher's basic contract salary will be paid him from his accumulated Sick Leave allowance which shall be pro-rata reduced.

The use of accumulated Sick Leave shall not exceed twenty (20) work days missed by the employee on Workmen's Compensation during the employee's base contract year. Supplemental, Extra-Contractual and Special Services Payments shall not be made part of the salary off-set.

H. Professional Liability

The Board shall provide Professional Public Liability Insurance in the amount of two hundred thousand ($200,000) per teacher covering services rendered during the course of employment.

I. The Board shall provide to teachers while on leave as specified below the following insurance coverages for the periods indicated:

1. A teacher on Sabbatical Leave shall be provided with life, long-term disability and health insurance coverages as described above for the period of leave.

ARTICLE XXIII INSURANCE (continued)

I. 2. Teachers on extended Health Leave shall be provided with life, long-term disability and health insurance coverages as described above for the duration of this Agreement. The Board may require a statement from a physician attesting to the teacher's inability to work.

3. Teachers on Maternity Leave shall be provided with life, long-term disability and health insurance coverages as described above for the duration of this Agreement or until thrity (30) days after the birth of the child, whichever is later.

4. The liability of the Board shall be specifically limited to the provisions of 1, 2, 3 above. Extensions of leave shall not extend these coverages. Teachers on other forms of Personal and Professional Leaves may elect to continue under the college health insurance at the teacher's expense subject to the limitations of the terms of the insurance contract.

ARTICLE XXIV OTHER FRINGE BENEFITS

A. Cost-of-Living Allowance

1. The Board shall make provision for cost-of-living allowance as hereinafter set forth.

2. The amount of cost-of-living allowance shall be determined and redetermined as provided below on the basis of the Consumer's Price Index for Urban Wage Earners and Clerical Workers, published by the Bureau of Labor Statistics, Department of Labor (1957-59 = 100), and hereinafter referred to as the "Index".

3. The continuance of the cost-of-living allowance shall be contingent upon the availability of the Index in its present form and calculated on the same basis as the Index for the month of July, 1970, unless otherwise agreed to by the parties.

4. The amount of cost-of-living allowance shall be determined and redetermined quarterly as follows:

Effective Date of Allowance	Based Upon Index
September, at quarterly intervals thereafter through June 30.	Based upon the Index of of July of each year, and as of quarterly intervals through June of each year.

ARTICLE XXIV OTHER FRINGE BENEFITS (continued)

A. 4. The four quarters to be used in computation of cost-of-living are:

July 1	-	September 30
October 1	-	December 31
January 1	-	March 31
April 1	-	June 30

No adjustments retroactive or otherwise shall be made in the amount of cost-of-living allowance due to any revision which later may be made in the published figures of the Index for any month on the basis of which the allowance shall have been determined.

5. The amount of cost-of-living allowance which shall be effective for any quarterly period referred to herein shall be determined in accordance with the following table:

BLS Consumer Price Index	Amount of Cost-of-Living Allowance
The Consumer Price Index for the month of July, 1974 is 171.1	None

For each .4 change in the Index, either upward or downward, there shall be an adjustment in the cost-of-living allowance equal to eight dollars ($8.00) per quarterly period. A decline in the amount of the Index below the Index for the month of July, 1974 shall not result in any decrease in the employees' salary or compensation.

In applying this cost-of-living to the 1974-75; 1975-76 and 1976-77 school year, it is agreed and understood that the BLS Consumer Price Index shall be that in effect for the month of July, 1974, 1975 and 1976 respectively.

6. The cost-of-living allowance shall be converted to part of the annual increment as provided in Appendix A.

B. The Board shall reimburse each teacher up to fifty dollars ($50) for expenses incurred by an annual physical examination. This exam shall be performed by a licensed physician of the teacher's choice. Each teacher further agrees to utilize his Blue Cross-Blue Shield coverage for all qualifying charges.

ARTICLE XXV CONFORMITY TO LAW

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Board, the Senate and teachers in the bargaining unit, and in the event that any provision of this Agreement

ARTICLE XXV CONFORMITY TO LAW (continued)

shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

ARTICLE XXVI MATTERS CONTRARY TO AGREEMENT

This Agreement shall supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established personnel policies of the Board affecting teachers.

ARTICLE XXVII SELECTION OF PROFESSIONAL STAFF

A. Whenever a full-time or part-time teaching position is available, an ad hoc committee of no fewer than five (5) teacher members shall review applications, interview candidates, and recommend appointees for each vacancy. This committee shall be established by means to be determined within each Department or Area. When fewer than five (5) members of a Department or Area are available for committee service, the necessary additional teachers shall be selected from the parent Division or Department, the teachers of a Department or Area shall have the right to initiate a request for hiring full-time or part-time teachers.

1. Recommendations for full-time teaching positions shall be submitted within ten (10) days after expiration of the posting period, and shall include the names of the specific applicants preferred by the committee with written rationale to support their selections. A recommendation for appropriate index as defined in Article XXII, A shall be included for at least the first three preferred applicants listed in priority order. The committee's recommendations shall be transmitted in writing to the Department Chairman or Division Director, who may approve or disapprove the committee's recommendations. The committee's recommendations shall be recorded and forwarded to the President and the Board concurrently with administrative proposals for filling the vacancy.

2. Recommendations for part-time teachers qualified to teach courses offered at the College or perform other duties shall be submitted to the supervisor by the committee no later than the end of the semester previous to assignment. Selection for employment shall be made by the supervisor from the recommended part-time roster. If the roster does not contain a sufficient number of recommended applicants for the work to be assigned, the instructional supervisor may select a qualified applicant of his choice.

ARTICLE XXVII SELECTION OF PROFESSIONAL STAFF (continued)

A. 2. Qualified applicants filing during the summer session, too late for consideration and recommendation by the committee, may be selected for assignment by the instructional supervisor. The committee shall be notified of such assignments in writing during the first week of the semester for which the assignment was made. The addition of such applicant's name to the roster of recommended part-time teachers for subsequent semesters shall be contingent upon committee review and recommendation.

3. Performance of assigned duties of part-time teachers shall be evaluated cooperatively by the immediate supervisor and full-time teachers within the Department or Area. A satisfactory rating will be required to retain eligibility for future part-time assignments, based upon an evaluation procedure recommended by the teachers in the Area and approved by the immediate supervisor.

ARTICLE XXVIII STAFF REDUCTIONS

A. Whenever it is necessary to decrease the size of the teaching staff because of insufficient funds, substantial decrease of student population, or a disaster, the Board, upon recommendation of the President, may cause the necessary number of teachers, beginning with those serving probationary periods, to be laid off without pay, but only in inverse order of their seniority.

1. Layoff shall be implemented by identifying the discipline where overstaffing exists. The least senior employee of the discipline shall be laid off first. The President of MCCCFO must be given prior notice of and an opportunity to discuss such layoffs through the service committee before they are implemented.

2. Bumping shall be permitted if the teacher is assigned to a discipline where layoff must occur and if said teacher is qualified to teach in another discipline or Department. A qualified teacher is one as defined in Article IV, D of this Agreement.

3. When circumstances shall be appropriate, each teacher laid off as aforementioned shall be reinstated in inverse order of his placement on layoff.

4. Such re-employment shall not result in loss of status or credit for previous years of service.

5. No new appointments shall be made while there are available teachers laid off who are adequately qualified to fill the vacancies unless such teachers shall fail to advise the President of their acceptance of employment within fifteen (15) working days from date of notification by the President of positions available.

ARTICLE XXVIII STAFF REDUCTIONS (continued)

B. Staff Retraining

When there is no general decline in student population nor a substantial decrease in revenue, but where there is staff reduction because of program modification, course deletion or decrease in enrollment affecting a particular Department or Area, teachers affected shall have the right to retrain according to the conditions set below. Such retraining would be interpreted as a voluntary transfer for seniority purposes.

1. The teacher subject to staff reduction under the provisions of XXVIII, shall be promptly notified of such and he shall indicate within thirty (30) days in writing his intent to retrain. Such declaration of intent shall be accompanied by a plan of studies subject to the approval of the Board upon recommendation by the Campus Dean and Professional Standards Committee.

2. The period of time granted to retrain shall not exceed three semesters, summer excluded. An extension may be granted upon application to the Board.

3. The Board agrees to accept retrained teachers to fill positions for which they have become qualified and such re-employment shall not result in the loss of salary or institutional seniority.

4. Should the position previously held by a retrained teacher become available again, he shall have the right to return to it with no loss of institutional, Departmental or Area seniority.

5. Compensation for retraining may be available under the Sabbatical Leave provisions of Article XVI, B, 1, g.

C. The provisions of this article shall be limited to permanent status teachers and shall be consistent with the provisions of Article XXIX.

ARTICLE XXIX SENIORITY

A. There shall be recognized the following categories of seniority: Institutional and Division/Department or Area.

1. Institutional seniority shall consist of all years of full-time teaching with the College since September of 1960. Institutional seniority shall prevail in all questions concerning staff reduction.

ARTICLE XXIX SENIORITY (continued)

A. 2. Division/Department or Area seniority shall consist of all years of full-time teaching within a Division/Department or Area. Such seniority shall prevail in all questions concerning order of selecting teaching assignments, extra-contractual and summer assignments consistent with the provisions of Articles XII and XIV.

B. Transfers and Seniority

1. A teacher who is transferred voluntarily or involuntarily shall suffer no loss of institutional seniority.

2. A teacher who voluntarily transfers to another Division/Department or Area shall have no accumulated Division/Department or Area seniority in the Division/Department or Area into which he transfers. However, his Division/Department or Area seniority shall be higher than that held by any probationary teacher in the Division/Department or Area.

3. A teacher who transfers voluntarily to another Division/Department or Area shall not lose the seniority accumulated in that Division/Department or Area from which he transfers. A teacher who voluntarily accepts a special assignment outside of his Division/Department or Area, but remains in the bargaining unit, shall continue to accumulate seniority within his Department/Division or Area.

4. A teacher who is transferred involuntarily to another Division/Department or Area according to the provisions of IV, F, 2 of the Agreement, shall carry with him the Division/Department or Area seniority accumulated in the Division/Department or Area from which he is transferred.

C. A teacher shall have the right to return from the following leaves and his seniority shall be cumulative excluding extensions. In the event of the elimination of the position during the interim, institutional seniority at Macomb County Community College shall be the determining factor in filling staff assignments for which the teacher is qualified. In addition, the teacher shall have the right to return to his Division/Department/Area provided the leave does not exceed one (1) semester.

1. Professional Leaves of Absences as described in XVI, A, 1.

2. Military Duty.

3. Maternity

4. Long-Term and Short-Term Disability.

ARTICLE XXIX SENIORITY (continued)

C. 5. Retraining.

6. Involuntary Leaves of Absence.

7. Public Service.

D. An employee shall lose his seniority through voluntary resignation and through discharge for cause.

E. There shall be provided annually a seniority list of all full-time teachers which indicates date of hire as a full-time teacher, amount of institutional seniority and current Department/Division or Area seniority. Disputes concerning the accuracy of the list shall be filed with the Personnel Director within twenty (20) days of publication of the seniority list. Should there be no satisfactory resolution within twenty (20) days of the alleged inaccuracy, the teacher shall have the right to grieve the alleged inaccuracy of the said seniority list. If no grievance is filed within the twenty (20) days the seniority list shall be conclusive on seniority rights.

ARTICLE XXX ABSENCE POLICY

An absence shall be construed to mean the failure of a teacher to meet his scheduled assignments including extra-contractual assignments and posted office hours. In case of approved Professional Leave, absences shall not be charged when a teacher's obligations are fulfilled under an arrangement of voluntary service by his fellow teachers.

A. It shall be the obligation of the teacher to report any absence to his immediate supervisor(s) as soon as possible. It shall be incumbent upon the immediate supervisor to insure that appropriate forms and notification are completed and the bank charged identified in the reporting of the absence.

If correct, the teacher shall sign and return his Absence Report to his immediate supervisor within one (1) day of his return to work. Failing this, the report shall be filed by his immediate supervisor noting the teacher's failure to observe the reporting deadline.

B. Full-Day Absence

A full-day's absence shall be charged to the appropriate bank for any failure to meet all scheduled assignments during a particular day.

C. Part-Day Absence

Where a teacher fails to meet a portion of his regularly scheduled assignments he shall be charged a half-day's absence if the portion missed constitutes one-half

ARTICLE XXX ABSENCE POLICY (continued)

C. or less of the regularly scheduled day's assignments the teacher shall be charged a full-day's absence.

D. There shall be no charge to leave banks for days in which school is canceled by the College because of inclement weather, acts of God, or civil disaster.

E. Summer Absences

Teachers shall be allowed absences for illness, personal business or emergencies in accordance with the following table based upon the length of summer assignments:

1-2 weeks	-	1 day
3 weeks	-	1 1/2 days
4 weeks	-	2 days
5 weeks	-	2 1/2 days
6 weeks	-	3 days
7 weeks	-	3 1/2 days
8 weeks	-	4 days

ARTICLE XXXI EVALUATION OF PROFESSIONAL STAFF

A. Evaluation of Permanent Contract Teachers

1. The purpose of evaluations for permanent contract teachers is to ascertain the teachers effectiveness in the performance of his profession.

By the spring semester of 1975, four evaluation instruments and procedures for implementation shall be established. These instruments shall be developed and finalized through negotiations and agreement between the Board and MCCCFO.

The evaluative instruments shall be self, peer, student and administrative and shall be district wide.

Each teacher must select two of the four evaluation instruments each semester and be responsible for placing the results into his personnel file (by date certain each semester which will be determined through the negotiations between MCCCFO and Board).

2. The evaluations shall be kept in the teacher's personnel file for no longer than three (3) years.

Data confidentiality will be guaranteed by limiting the access to the information in the file specifically to the appropriate supervisors.

A. 2. No transfer, transport, or access of individual identifiable personal data shall be undertaken without every reasonable precaution having been taken to protect the security of the data from unauthorized sources.

B. Evaluation of Probationary Contract Teachers

1. The Division Director/Department Chairman will be responsible for convening the Evaluation Team for each new member of the bargaining unit holding a probationary contract. He will form such a committee on or before October 1.

2. The Evaluation Team shall consist of three (3) people, two (2) of whom shall be members of the bargaining unit on permanent contract. The third shall be the Division Director/Department Chairman, or his appointee. The bargaining unit members of the team will be chosen by the permanent members of the Division/Department.

3. The Division Director/Department Chairman shall call a meeting of the Evaluation Committee and the member of the bargaining unit being evaluated on or before October 15.

4. At this first meeting the Evaluation Committee will agree upon the method to be used.

5. The methods and time schedule for carrying out the evaluation will be reduced to writing and shall become an initial record of the work of the team. A record of all subsequent work by the team shall be preserved in writing and shall be included with its final appraisal of the professional effectiveness of the instructor being evaluated.

6. The first written report in the evaluation procedure must be completed by February 15. It shall be signed by all members of the Evaluation Team and the Division Director if he was not a member of the team. In addition to all written records of the work of the team, it must include:

a. A statement of the methods and procedures used in the evaluation.

b. Who participated and when.

c. The appraisal of the member's professional effectiveness.

The member of the bargaining unit evaluated and his Division Director shall receive a copy of the report. (A copy shall also be placed temporarily in his Personnel File.) The member of the bargaining unit being evaluated shall have the right to answer the evaluation report in writing. His reply shall become a part of all copies of the report.

B. 7. If the Evaluation Team has decided that the member of the bargaining unit evaluated is inadequate in some area which could lead to a desire on the part of the College not to renew his contract, they must communicate this concern to the member evaluated and to his Division Director/ Department Chairman in separate written memorandum. This memorandum will not become a part of his personnel file. On receipt of the memorandum, the Division Director/Department Chairman must call a meeting including the Evaluation Team, the member evaluated, and the Division Director/ Department Chairman at which steps will be considered that can be taken by the member evaluated to correct his inadequacies.

8. Following this required conference, the Evaluation Team shall undertake a second evaluation which shall be completed by December 15, of the second year of the probationary contract.

9. The second report of the Evaluation Team shall include a recommendation for the granting of permanent contract, a third year probationary contract, or a recommendation for separation from the College at the conclusion of the probationary contract.

10. A copy of the recommendation shall be delivered to the member evaluated, the Secretary of the MCCCFO and the Division Director/Department Chairman on or before January 1. If the Evaluation Team has recommended separation from the College at the conclusion of the probationary contract, the Division Director/Department Chairman, after consultation with his Dean, will forward the recommendation, if he so desires, to the Professional Standards Committee as the first step in due process on or before November 1.

11. Dates used above or other such dates used in this Contract shall be appropriately adjusted if a member joins the College in the second semester of any academic year or at any other time not covered in this Agreement.

12. Any procedure employed in separation of any member of the bargaining unit from the College will be governed by due process.

ARTICLE XXXII DISTRICT SERVICE COMMITTEE

A. A district service committee consisting of six (6) members shall be established with such functions as are described below reserved solely to it.

1. Faculty

Faculty membership of the district service committee shall be the President of the Faculty Senate, a representative from the South Campus,

ARTICLE XXXII DISTRICT SERVICE COMMITTEE (continued)

A. 1. and a representative of the Center Campus. One of the campus representatives shall be the past chief negotiator for the MCCCFO.

2. Administration

Administrative representatives to the district service committee shall be the chief negotiator for the Board team, the Campus Dean of South Campus, the Campus Dean of the Center Campus, and the Director of Personnel, Ex-Officio, or their respective designees, selected from among the membership of the Board's negotiating team.

B. Functions

The district service committee shall provide the context in which clarification of the intent of the Master Agreement shall occur. Issues arising between the MCCCFO and the Board which are not covered by the various articles and provisions of the Master Agreement shall also be considered by the district service committee. The deliberations and determinations of the district serivce committee shall not preclude the implementation of the grievance procedure, nor be construed as an alternative to the provisions of Article XXXIII, nor limit the proper authority of the Board or the MCCCFO.

C. Procedures

Meetings of the district service committee may be called by either party upon written notification to the other.

ARTICLE XXXIII TERMINATION AND MODIFICATION

A. This Agreement shall be effective as of August 26, 1974 and shall continue in full force through August 19, 1977, subject to conditions set forth herein.

B. Either party may give written notice to the other of its desire to negotiate sections no later than March 1, 1977 but not prior to February 1, 1977.

C. Collective bargaining meetings between the Board and MCCCFO may be called during the term of the Agreement only through the request of one party and the consent of the other party for the purpose of negotiating amendments or modifications of the Agreement, but in no case shall these modifications or amendments become final until they have been ratified by the Board and the MCCCFO.

D. Any amendments that may be agreed upon during the life of this Agreement shall become and be a part of this Agreement without modifying or changing any other terms of this Agreement.

ARTICLE XXXIII TERMINATION AND MODIFICATION (continued)

IN WITNESS WHEREOF, the said parties have caused this document to be excuted by their duly authorized officers the year and day first above written.

COMMUNITY COLLEGE DISTRICT
OF THE COUNTY OF MACOMB

BY Paul K. Cousino
Paul Cousino
Chairman, Board of Trustees

BY John R. Dimitry
John R. Dimitry
President

BY Nicholas Santiwan
Nicholas Santiwan
Director of Labor Relations

MACOMB COUNTY COMMUNITY
COLLEGE FACULTY ORGANIZATION

BY James P. Yizze
James Yizze
President,

BY Bill Knott
Bill Knott
Chief Negotiator

Signed: December 4, 1974

APPENDIX A

Macomb County Community College
Teacher Salary Schedule

1. The base salary for each newly hired teacher shall be computed according to the following formula: (Hiring index X minimum salary = base salary).

2. The base salary for each teacher under contract at MCCC during the 1973-74 academic year shall be computed as follows during the term of this Agreement:

   a. 1974-75 base salary = 1973-74 base salary plus $700, plus cost-of-living allowance as computed in XXIV-A.

   b. 1975-76 base salary = 1974-75 base salary plus $700, plus cost-of-living allowance as computed in XXIV-A.

   c. 1976-77 base salary = 1975-76 base salary plus $700, plus cost-of-living allowance as computed in XXIV-A.

3. Each teacher shall receive an across the board adjustment, not computed into base salary, according to the following schedule:

   a. 1974-75 -- $200 per teacher

   b. 1975-76 -- $300 per teacher

   c. 1976-77 -- $400 per teacher

4. The salary range during the term of this Agreement shall be as follows:

   a. 1974-75 -- $9,700 - $19,750

   b. 1975-76 -- $10,400 - $20,750

   c. 1976-77 -- $11,100 - $21,750

5. Each teacher shall receive annually $700 plus cost-of-living allowance as computed in XXIV-A as a salary increase until the maximum is reached. It is understood and agreed that in applying the foregoing, the last increase required to reach maximum may be less than the above amount.

6. For those teachers hired at mid-year, increment adjustments will be made on the anniversary of their date of hire.

APPENDIX B

Faculty Pay Dates

1974 - 1975	1975 - 1976	1976 - 1977
September 6	September 5	September 3
September 20	September 19	September 17
October 4	October 3	October 1
October 18	October 17	October 15
November 1	October 31	October 29
November 15	November 14	November 12
November 29	November 28	November 26
December 13	December 12	December 10
December 27	December 26	December 24
January 10	January 9	January 7
January 24	January 23	January 21
February 7	February 6	February 4
February 21	February 20	February 18
March 7	March 5	March 4
March 21	March 19	March 18
April 4	April 2	April 1
April 18	April 5	April 15
May 2	April 30	April 29
May 16	May 14	May 13
May 30	May 28	May 27
June 13	June 11	June 10
June 27	June 25	June 24
July 11	July 9	July 8
July 25	July 23	July 22
August 8	August 6	August 5
August 22	August 20	August 19

APPENDIX C

Terms

1. Board

Board of Trustees of the Community College District of the County of Macomb (referred to throughout th s document as the "Board") wherever used in this Agreement shall refer to the "Board" itself, subcommittees of the "Board" and such administrative personnel as designated by the "Board" to act as its agent under those circumstances in which said administrative personnel carry out Board delegated responsibilities.

2. MCCCFO

Macomb County Community College Faculty Organization, shall be referred to throughout this document as MCCCFO, the bargaining agent for all full-time teachers.

3. Teacher

All full-time teachers, counselors, librarians, research assistants, teachers employed in the Programmed Learning Center, and teacher-coordinators in student co-op programs; but excluding administrators, deans, directors, head librarians, coordinators, department chairmen, assistant department chairmen, college nurses, all supervisors, part-time teachers, national teaching fellows and administrative interns and all other employees.

4. Permanent Contract Teacher

Full-time teacher (as defined above) who has successfully completed probation and has been granted permanent contract status: same as a "permanent status" teacher.

5. Probationary Teacher

A full-time teacher (as defined above) who has not met all the requirements for the issuance of a permanent status contract.

6. Supervisor

Any individual who has been given authority by the Board and/or Administration to make and implement decisions concerning members of the bargaining unit in any of the areas of evaluation, promotion, hiring, dismissal, scheduling, wages, hours, and working conditions.

Appendix C
Terms (continued)

7. Agreement

Throughout the document, the term "Agreement" is employed in reference to the Agreement between the Board of Trustees of the Community College District of the County of Macomb and Macomb County Community College Faculty Organization.

8. MCCC

The MCCC represents the Macomb County Community College and is used interchangeably with the Community College District of the County of Macomb.

9. Index

The numerical factor which indicates placement within level on the salary schedule for new hires.

10. Level

Full-time teachers shall be classified by level: Professor or Instructor. Where used in this Agreement, level, grade and faculty rank are synonymous terms.

11. Science Wet Lab

Science wet lab sections referred to in XII, C, 1, g shall be defined to mean only those science laboratories in the Division/Department of science and mathematics which were equated at 1.0 during the 1969-70 school year.

12. Area

A sub unit within a Division which has been authorized by the Campus Dean to operate as a unit in selecting faculty, preparing class schedules and related functions as listed in Appendix F.

13. Extra-Contractual Employment

Teaching, counseling, library service or service performed by teachers, as defined in Appendix C-3, in addition to their regular assignment for which the teacher is paid a salary beyond his basic contract. The salary for extra-contractual employment shall be computed as described in Article XIV, A of this Agreement.

14. Supplemental Employment

Special employment (i.e., curriculum development, research, etc.) for which the teacher receives salary in addition to his basic contract. The amount and the manner of compensation for supplemental services is at the discretion of the Board.

15. Compensable Leave

A Professional Leave during which the teacher receives full or partial salary from the College district as described in this Agreement. Insurance coverage while on leave, if any, is limited to the express terms of this Agreement.

16. Non-Compensable Leave

All personal leaves and those professional leaves during which the teacher receives no salary from the College distri t. Insurance coverage while on leave, if any, is limited to the express terms of this Agreement.

17. Graduate Major

A graduate major shall normally consist of earned graduate level credits in the subject matter field. Graduate level credits earned in related fields may be appropriate to satisfying the graduate major requirements for teaching in the Department or Area.

18. Immediate Family

The parents, grandparents, brothers, sisters, children and grandchildren of the teacher and his spouse, or other person who is domiciled with the teacher, shall comprise the teacher's immediate family.

19. Summer Session

The time period from the end of the regular spring semester to the first duty day of the fall semester for all the faculty.

APPENDIX D

Grievance Procedure

A. Definition of Grievance

A grievance shall mean an allegation by MCCCFO that there has been an alleged violation, misinterpretation, misapplication, or nonapplication of any provision of this agreement and will follow the grievance procedure hereinafter provided.

B. Basic Procedures

1. As used in this Article, the term "teacher" shall also mean a group of teachers or MCCCFO having the same grievance.

2. During the academic year, the time limits specified hereinafter shall consist of teacher duty days and may be extended by mutual consent of the parties specified in any grievance step. During summer recess, time limits shall be determined on the basis of the institutional calendar.

3. Failure at any step of the grievance procedure by the employer or its agents to give the required notification in each step or to make issue and communicate any decision within the specified time limits of the grievance procedure shall result in the grievance being considered to have been decided in favor of MCCCFO based upon the remedy sought in the statement of the grievance.

4. Failure of MCCCFO to appeal the decision to the next higher step within the proper time limits, shall constitute a withdrawal of the grievance and shall bar further action on the particular grievance.

5. Conferences and hearings held under this procedure shall be conducted at a time and place which will afford a reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such conferences and hearings are during school hours, all persons whose presence is required shall be excused without loss of pay for that purpose.

6. Grievances shall be written, and filed on the official "Grievance Report" form.

   Administrators shall file their written reply to each grievance on the official "Grievance Disposition" form.

7. A teacher who participates in any way in any grievance procedure shall not be subject to discipline or reprisal because of such participation.

Appendix D
Grievance Procedure (continued)

B. 8. All discussions shall be kept confidential during the procedural stages of the resolution of the grievance in the absence of agreement of the parties to the contrary.

9. Exclusions from grievance procedure are as follows:

a. Alleged grievances which purport to question the application of rights set forth in this Agreement over which the employer is given unilateral discretion.

b. Disputes which arise but which are specifically prohibited from this grievance procedure by the terms of any specific Articles herein.

10. Policy grievances shall be filed at Step 2 of the grievance procedure.

11. Step 0 and/or step 1 can be bypassed if the administrator(s) at these steps do not have jurisdiction over the matter in dispute.

C. Steps of Grievance Procedure

Step 0 The aggrieved teacher (or a designated teacher from a group having the same dispute) and/or MCCCFO shall verbally present his dispute to his immediate supervisor within ten (10) working days after the cause shall have become known to the teacher.

Step 1 In the event the dispute is not resolved through informal discussion, MCCCFO may submit a grievance in writing to the appropriate Division Dean within twenty (20) working days after the cause of this grievance shall have become known to the teacher. The Division Dean shall within ten (10) working days give his decision and reasons therefor in writing to MCCCFO.

Step 2 In the event the grievance is not resolved at Step 1, MCCCFO may submit the grievance in writing to the Director of Labor Relations within ten (10) working days of delivery of the decision. The Director of Labor Relations or his designee shall, within ten (10) working days, give his decision and the reasons therefor in writing to MCCCFO.

Step 3 If MCCCFO is dissatisfied with the decision of the Director of Labor Relations, they may file for arbitration by an arbitrator selected by the American Arbitration Association from its list of arbitrators within ten (10) working days of the date the written disposition was given under Step 2.

Appendix D
Grievance Procedure (continued)

In the event the grievant shall fail to serve a written notice, the matter shall be considered as settled on the basis of the written disposition by the Director of Labor Relations.

The arbitral form here established is intended to resolve disputes between the parties only over the interpretation of application of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.

The arbitrator shall have no power to establish specific salaries or salary schedules except that this paragraph is not intended to exclude from arbitration disputes over salaries and placing on salary schedules.

The expenses of such arbitration shall be equally borne by each party and each party shall make arrangements for any pay the expenses of such consultants and witnesses as may be retained.

It shall be the obligation of the arbitrator to make a reasonable effort to rule on cases within thirty (30) days after final hearing and said decision shall be final and binding upon the teacher, MCCCFO, and the Board.

APPENDIX E

Academic Calendar

SEMESTER CALENDAR

FALL 1974

Faculty Development	August 26 - August 30
First day of Classes	September 3
Thanksgiving Recess	November 28 - December 1
Last day of Classes	December 20

SPRING 1975

Faculty Development	January 13 - January 14
First day of Classes	January 15
Spring Recess	March 28 - April 6
Last day of Classes	May 13
Faculty Development	May 14 - May 16

SUMMER 1975

First day of Classes	June 2
Independence Day	July 4
Last day of Classes	August 8

FALL 1975

Faculty Development	August 20 - August 26
First day of Classes	August 27
Thanksgiving Recess	November 27 - November 30
Last day of Classes	December 19

SPRING 1976

Faculty Development	January 12 - January 13
First day of Classes	January 14
Spring Recess	March 14 - March 21
Good Friday Holiday	April 16
Last day of Classes	May 12
Faculty Development	May 13 - May 14

SUMMER 1976

First day of Classes	June 1
Independence Day	July 5
Last day of Classes	August 6

Appendix E
Academic Calendar (continued)

FALL 1976

Faculty Development	August 18 - August 24
First day of Classes	August 25
Labor Day	September 6
Thanksgiving Recess	November 25 - November 27
Last day of Classes	December 17

SPRING 1977

Faculty Development	January 10 - January 11
First day of Classes	January 12
Spring Recess	March 13 - March 19
Good Friday	April 8
Last day of Classes	May 11
Faculty Development	May 12 - May 13

SUMMER 1977

First day of Classes	May 31
Independence Day	July 4
Last day of Classes	August 5

TRIMESTER (APPLIED TECHNOLOGY ONLY) CALENDAR

FALL 1974

Faculty Development	September 3
First day of Classes	September 4
Thanksgiving Recess	November 27 - December 1
Last day of Classes	December 13

WINTER 1975

Faculty Development	January 6
First day of Classes	January 7
Easter Recess	March 28 - April 6
Last day of Classes	April 26

Appendix E
Academic Calendar (continued)

SPRING 1975

Faculty Development	April 28
First day of Classes	April 29
Memorial Day Recess	May 26
Independence Day Recess	July 4
Last day of Classes	August 9

FALL 1975

Faculty Development	September 2
First day of Classes	September 3
Thanksgiving Recess	November 26 - November 30
Last day of Classes	December 12

WINTER 1976

Faculty Development	January 5
First day of Classes	January 6
Last day of Classes	April 15

SPRING 1976

Faculty Development	April 26
First day of Classes	April 27
Memorial Day	May 31
Independence Day	July 5
Last day of Classes	August 6

FALL 1976

Faculty Development	September 7
First day of Classes	September 8
Thanksgiving Recess	November 24 - November 27
Last day of Classes	December 17

WINTER 1977

Faculty Development	January 10
First day of Classes	January 11
Spring Recess	March 13 - March 19
Good Friday	April 8
Last day of Classes	April 24

Appendix E
Academic Calendar (continued)

SPRING 1977

Faculty Development	May 2
First day of Classes	May 3
Memorial Day	May 30
Independence Day	July 4
Last day of Classes	August 12

APPENDIX F

Areas

For the purposes of implementing all rights and obligations that devolve to "areas" as a result of this Agreement, the following shall be incorporated in and become part of this Agreement:

A. Types of Areas

There shall be three (3) different types of areas. They shall be (1) single discipline areas; (2) multi-discipline areas and (3) occupational multi-discipline areas.

B. List of Areas

1. Type 1 -- Single Discipline

AREA	DIVISION/DEPARTMENT	CAMPUS
Economics	Social Science Division	South
Geography	Social Science Division	South
History	Social Science Division	South
Political Science	Social Science Division	South
Psychology	Social Science Division	South
Sociology/Anthropology	Social Science Division	South
Social Science	Social Science Division	South
Biology	Math/Science	South
Chemistry	Math/Science	South
Environmental Science	Math/Science	South
Geology	Math/Science	South
Math	Math/Science	South
Physical Science	Math/Science	South
Art	Humanities	South
Humanities	Humanities	South
Music	Humanities	South
Philosophy	Humanities	South
French/German	Humanities	South
Italian/Spanish	Humanities	South
English	Communications	South
Speech	Communications	South
Journalism	Communications	South
Physical Education	Physical Education	South
Library	Learning Resources	South
Physical Education	Physical Education	Center
Library	Instructional Resources	Center
Programmed Instruction	Instructional Resources	Center

Appendix F
Areas (continued)

B. 2. Type 2 - Multi-Discipline

DISCIPLINE	DIVISION/DEPARTMENT/AREA	CAMPUS
English	Communications	Center
Speech/Drama	Communications	Center
Sociology	Social Science	Center
Economics	Social Science	Center
Geography	Social Science	Center
History	Social Science	Center
Political Science	Social Science	Center
Psychology	Social Science	Center
Social Science	Social Science	Center
Art	Humanities	Center
Philosophy	Humanities	Center
French	Humanities	Center
German	Humanities	Center
Spanish	Humanities	Center
Italian	Humanities	Center
Music	Humanities	Center
Humanities	Humanities	Center
Mathematics	Math/Science	Center
Biology	Math/Science	Center
Chemistry	Math/Science	Center
Physics	Math/Science	Center
Geology	Math/Science	Center
Natural Science	Math/Science	Center
Counseling	Student Services	Center
Placement/Financial Aids	Student Services	South
Admissions	Student Services	South
Student Activities	Student Services	South
Counseling	Student Services	Center
Placement/Financial Aids	Student Services	Center
Student Activities	Student Services	Center
Admissions	Student Services	Center
Math	Programmed Learning	South
Science	Programmed Learning	South
Communications	Programmed Learning	South

Appendix F
Areas (continued)

B. 3. Type 3 - Occupational Multi-Discipline

DISCIPLINE	DIVISION/DEPARTMENT/AREA	CAMPUS
Crime Lab Tech.	Public Services	Center
Fire Science	Public Services	Center
Law Enforcement	Public Services	Center
Security & Loss Prevention	Public Services	Center
Audio-Visual Tech.	Public Services	Center
Library Tech. Ass't.	Public Services	Center
Recreation Leadership	Public Services	Center
Professional Food Service	Public Services	Center
Dental Assistant	Allied Health	Center
Medical Lab. Tech.	Allied Health	Center
Medical Office Ass't	Allied Health	Center
Nursing	Allied Health	Center
Respiratory Therapy	Allied Health	Center
Emergency Med. Tech.	Allied Health	Center
Industrial Lab. Tech.	Allied Health	Center
Business Law/Para-Legal	Business Administration	South
Marketing	Business Administration	South
Management	Business Administration	South
Accounting	Business Administration	South
Data Processing	Business Administration	South
General Business	Business Administration	South
Secretarial/Clerical	Secretarial/Clerical	South
Applied Technology	Applied Technology	South
Electronics Techn.	Mechanical Technology	South
Fluid Power	Mechanical Technology	South
Climate Control	Mechanical Technology	South
Metallurgy	Mechanical Technology	South
Metals Machine	Mechanical Technology	South
Numerical Control	Mechanical Technology	South
Welding Technology	Mechanical Technology	South
Metrology	Mechanical Technology	South
Civil Technology	Mechanical Technology	South
Supervision/Management	Mechanical Technology	South
Labor Studies	Mechanical Technology	South
Radio-TV-Sound	Mechanical Technology	South
AERO Mechanics	Mechanical Technology	South
Technical Math	Mechanical Technology	South

Appendix F
Areas (continued)

B. 3. Type 3 - Occupational Multi-Discipline

DISCIPLINE	DIVISION/DEPARTMENT/AREA	CAMPUS
Printing	Design Technology	South
G C A	Design Technology	South
Auto Body Design	Design Technology	South
Tool & Fixture Design	Design Technology	South
Engineering Design	Design Technology	South
Special Machines	Design Technology	South
Surveying	Design Technology	South
Architectural Drafting	Design Technology	South
Accounting	Business Administration	Center
Marketing/Real Estate	Business Administration	Center
Business Administration	Business Administration	Center
Secretarial/Clerical	Secretarial/Clerical	Center

C. Implementation of Selection of Assignments

1. Single-Discipline Areas

a. Teachers in single discipline areas may select for regular workload or extra-contractual any class offered within his area. Further, if sufficient classes exist, he must select his regular workload from the classes in his area.

b. Teachers unable to obtain full contractual loads from (a) above shall complete their workload from the "general area" (however, a Master's Degree in foreign language shall not automatically qualify one to teach humanities) of their Division or from the Areas where he meets the qualifications set forth in IV, D or XII, B, 7.

c. The qualifications for selecting summer or extra-contractual classes outside of one's area shall be as specified in XIV, D, 1.

2. Multi-Discipline Areas

a. If sufficient classes exist, a teacher in a multi-discipline area must select his regular workload within contractual limitations from the discipline for which he qualifies according to IV, D. However, if insufficient classes exist to provide all teachers so qualified with full contractual loads, such teachers may agree to distribute the classes among themselves.

C. 2. b. Teachers unable to obtain full contractual loads according to (a) above, shall complete their workloads from either the "general courses" of their Department or from other Disciplines for which they meet the qualifications set forth in XII, B, 7.

c. The qualifications for selecting summer and extra-contractual assignments shall be as provided in XIV, D.

3. Occupational Multi-Discipline Areas.

a. Each teacher in an Occupational Multi-Discipline Area shall be identified with the discipline for which he qualifies according to IV, D. Additionally, each teacher shall have four lists of classes from which he selects his classes. These four lists shall be:

(1) List 1 -- the classes within the teacher's discipline that the teacher has previously taught or qualifies to teach according to IV, D.

(2) List 2 -- the classes outside the teacher's discipline that he has previously taught or qualifies to teach by IV, D.

(3) List 3 -- the classes within his discipline that he qualifies to teach by XII, B, 7.

(4) List 4 -- the classes outside his discipline that he qualifies to teach by XII, B, 7.

These lists shall be initiated by the teacher no later than September 30, 1974 and may be updated each semester/trimester. Questions of qualifications shall be resolved by consultation and agreement between the teachers of the discipline and/or area to which the class is assigned and the immediate supervisor. All disagreements shall be submitted to the District Service Committee for final resolution.

b. If sufficient classes exist, a teacher in an Occupational Multi-Discipline Area must select his regular workload within contractual limitations from his list 1. If insufficient classes exist, he shall then select from list 2, 3 and 4; in that order; until a full contractual load is obtained.

c. Selection of extra-contractual and summer classes shall be in the same order as (b) above and shall be in accordance with XIV, D.

DISTRICT SERVICE COMMITTEE
Letter of Understanding

At a meeting of the District Service Committee held on September 19, 1974 the following interpretations were agreed upon:

I. Counselors on a 44 week schedule

1. Will receive sick leave at the rate of one day per month for 12 months, not to exceed 20 days accumulation.

2. All leave days can be used any time during the 44 weeks.

3. Article XXX, E of the Master Agreement does not apply to any portion of the 44 week schedule.

4. Cannot take paid leave days during times they are not scheduled.

5. Salary is to be computed (base salary X 1.30).

6. During faculty development days the appropriate activity would be the normal counseling activities (according to area plan).

7. Counselor development days - same as past practice.

8. As far as scheduling, each discipline will set up its own level of service and qualifications. Then members of the whole group will select their individual schedules according to area plan.

9. The hourly rate for both 34 and 44 week personnel shall be computed as follows:

Base salary divided by (169 X 7) = Hourly rate

The extra-contractual limitations are as follows:

9 equated hours = 9/45 X 169 = 33.8 X 7 = 236.6 service hours
16 equated hours = 16/45 X 169 = 60.09 X 7 = 420.6 service hours
Summer 9 equated hours = 9/30 X 169 = 50.7 X 7 = 354.9 service hours
22 equated hours = (9/30 + 13/45) X 169 = 99.5 X 7 = 696.5 service hours
10 additional weeks = 350 hours leaving 346.5 hours to be scheduled within the above limitations

During the academic year

1 equated hour = 1/45 X 169 = 3.76 X 7 = 26.32 service hours

District Service Committee
Letter of Understanding (continued)

I. 9. During the summer

1 equated hour = 1/30 X 169 = 5.63 X 7 = 39.4 service hours

10. Faculty having a regular work assignment extending beyond the 20th pay must be paid on the 26th pay period schedule. If the work assignment is completed prior to the 26th pay the teacher may upon written request be paid the remainder of his salary at the next pay day.

II. The following areas should be added to Appendix F, B, 3:

Technical Math	Mechanical Technology	South Campus
Surveying	Design Technology	South Campus
Architectural Drafting	Design Technology	South Campus
AERO Mechanics	Mechanical Technology	South Campus
Radio - TV - Sound	Mechanical Technology	South Campus
Labor Studies	Mechanical Technology	South Campus
Supervision/Management	Mechanical Technology	South Campus

LETTER OF UNDERSTANDING
between
Macomb County Community College
and
Macomb County Community College Faculty Organization

October 15, 1974

The undersigned hereby agree to the following interpretations concerning a portion of teacher qualifications:

Intra divisional/departmental qualifications (XII, B, 7) will apply between counterpart Division/Departments on separate campuses.

Bill Knott - MCCCFO

Nick Santivan - MCCC

MACOMB COUNTY
COMMUNITY COLLEGE

DISTRICT OFFICES
14500 TWELVE MILE ROAD
PO BOX 948
WARREN, MICHIGAN 48090
(313) 772-8000

LETTER OF UNDERSTANDING

November 1, 1974

MCCCFO and the Administration agree that the across the board increases of $200 for 1974-75, $300 for 1975-76 and $400 for 1976-77 will be paid on the following dates:

January 24, 1975

January 23, 1976

January 21, 1977

A mid-year hire will receive one half of the above amount on the last pay date in May of the year of hire and on the above stated dates thereafter.

THE FULL AMOUNT BK

Bill Knott

Bill Knott, MCCCFO

Nick Santiwan, MCCC

INDEX

-A-

Absence, leaves of 35-39
(See "Leaves" or specific item)
Absence of teacher from scheduled....54-55
duties
ABSENCE POLICY.....54-55
ACADEMIC CALENDAR.....68-71
Academic dress.....6
Academic freedom.....14
Academic progress of student.....15
Academic Standards Committee.....8
Accidental death and dismem. insurance..46
Accumulation of sick days.....42
Ad Hoc Hiring Committee.....50
Administrator's assignment to faculty
status..... 13-14
Administrative duties of teachers.....1
Agenda of Board Meetings.....
Agreement, defined.....63
American Arbitration Association.....21,66
Appearance, teachers'.....14
Area, defined.....63
Areas, listed.....72-76
Assignment of teachers.....25

-B-

Bargaining agent, exclusive.....1
Bargaining during term of Agreement.....58
Bargaining unit.....1
Bereavement leave.....42
Blue Cross-Blue Shield.....46-47
Board, defined.....62
BOARD OF TRUSTEES-MCCCFO
RELATIONSHIP.....4-11
BOARD OF TRUSTEES, RIGHTS AND DUTIES...3-4
Building Site and Facilities
Committee.....9
Bulletin Boards.....5
Business-personal business leave.....42

-C-

Calendar, college.....24,68-71
Campus and District Committee.....6
Campus, change in assignment.....13
Censorship for teachers.....14
Classroom
Environment.....30-31
Observation.....15
Class Size.....30
Clerical help.....31
Closing of school, emergency.....11
COLLEGE CALENDAR.....24
Commencement excercise and dress.....6
Commendation, letters of.....16
Committees
District service.....57-58
New committees.....6
Standing.....6-11
Communications to Board member.....4
Communication to MCCCFO President.....4
Communication to Board from a teacher...4-5
Compensable leave, defined.....64
Compensation
Methods of compensation.....43-45
Salary schedule.....68
Workmen's compensation.....47
Complaint against teacher.....22
CONDITIONS OF EMPLOYMENT.....11-14
Conferences, professional.....35
CONFORMITY TO LAW.....49-50
Contact hours in excess of credit hours..32
Cooperative programs coordinator's
workload.....29
Cost-of-living allowance.....48-49
Counselors.....1,29
Course goals and content.....17-18
CREDIT FOR PREVIOUS EXPERIENCE.....45
Criteria for permanent status.....12,18
Curriculum Committee.....8

-D-

Definition of terms.....62-64
Demotion.....21
Department teacher work in another.....17
Departmental non -teaching
assignments.....15
Disability insurance.....46
Discharge, teacher.....19,21
Disciplinary interviews, action.....16
Discrimination.....3,12
Dismemberment insurance.....46
District Service Committee.....57-58
Dress and appearance of teachers.....14
Dues and deduction and authorization,
MCCCFO.....3,44
Duration of Agreement.....58

-E-

Educational requirements for teachers....12
Promotion.....21
Elimination of a position.....51
Employment while on leave.....37
English composition classes.....30
Enlistment in military.....41-42
Equal representation.....3
EVALUATION OF PROFESSIONAL STAFF.....55-57
of teachers.....18,20,48,55
Exchange teaching leave.....31
Exclusions from bargaining unit.....1
Exclusive bargaining unit.....1,2
Experience, credit for previous.....45
Experimentation by teachers.....15
Extended health leave.....40
EXTRA CONTRACTUAL, SUPPLEMENTAL,
SUMMER AND RELEASED TIME
ASSIGNMENTS.....32-34
Extra contractual employment.....63

UNIVERSITY OF CALIF.
LOS ANGELES

APR 18 1975

CLEARINGHOUSE FOR
JUNIOR COLLEGE
INFORMATION

-F-

Facilities, MCCCFO meeting.....5
Facilities, teaching.....30-31
Faculty rank.....14,21
Family illness, leave for.....39
Field trips.....16
Financial Affairs and College Budget Comm.....10
Foreign country teaching, leave for.....39
Fringe benefits
Insurance.....46-48
Miscellaneous benefits.....48-49
Full Status Teacher, defined.....62
Funeral leave.....42

-G-

Graduate major, defined.....64
Graduation exercises and dress.....6
GRIEVANCE PROCEDURE.....65-67

-H-

Health insurance.....46
Health leave, extended..... 39-40
Hearing on dismissal.....20
HOLIDAYS.....68-71
Hours of employment.....27-30
Hours - office hours for teachers.....17

-I-

Illness in family leave.....39-40
Immediate family, defined.....64
Increment, salary.....60
Index, defined.....63
Index, Consumer Price.....48
Index, salary.....45
Infirmary.....31
Innovations, instructional.....18
INSURANCE.....46-48
Accidental death and dismemberment.....46
Blue Cross Blue Shield.....46-47
Dental.....47
Disability.....46
Health.....46-47
Life.....46
Master Medical.....46-47
Professional Public Liability.....47
Workmen's Compensation.....47

-J-

JURY DUTY.....42

-L-

Laboratory classes.....27,30
Law, Agreement conformity to.....49-50
Layoff and staff reduction.....51-52
Leaves of Absence
Advanced study.....35,38
Approval of.....34
Bereavement.....42
Exchange teaching.....38
Foreign country teaching.....39
Funeral.....42
Health, extended.....39,40
Illness in family.....39,40
Insurance and leaves.....40,47-48
Maternity.....39,41
Military.....39,41
Military school teaching.....39,41
Mutual Consent.....39
National Defense Grad. Fellowship...39
Personal.....39-40
Personal business days.....42
Professional conference and travel..35
Professional.....36
Public Service.....39,41-42
Retraining.....38
Sabbatical.....35-38
Sick days.....42-43
Letters
Of commendation.....16
Of complaint.....22
Of understanding.....77-80
Level, defined.....63
Liability Insurance, Professional Public..47
Librarians.....1,25,27,29
Library reading areas for teachers.....31
Life Insurance.....46
Long Term disability insurance.....46
Longevity pay.....45
Lounge area for teachers.....31

-M-

MCCC, defined.....63
MCCCFO, defined.....62
MCCCFO-BOARD OF TRUSTEES RELATIONSHIPS..4-11
Mail, teachers'.....31
Master medical insurance.....46
Maternity leave.....39,41
MATTERS CONTRARY TO AGREEMENT.....50
Media.....8
Meetings of Board-agenda and minutes.....4
Meetings, time and notice for.....4-5
METHODS OF COMPENSATION.....43-45
Military leave.....39,41
Military school teaching, leave for.....41
Modification of Agreement.....58
Monitoring of class.....15
Minutes of Board meetings.....4
Morning-early morning classes.....26
Mutual consent leave.....42

-N-

Names of new teachers to MCCCFO.....11
National Defense Grad. Fellowship Leaves..39
Negotiation of new Agreement.....58
Negotiator's schedule..... 6,26
New positions, posting of.....12
Night classes.....2
Non-compensable leave, defined.....6
Non-teaching assignments, departmental.....18,25,28

Non-teaching services, supple.
contract for.....32
Notices
Extra-contractual and summer
work.....32
New and vacant positions.....12
Notification to teachers of accum.
sick days.....43
Notification of teachers.....20
Nurse.....31

-O-

Office hours, teachers'.....17,26
Office space and furnishings.....30,31
Operational Procedures, committees...10-11
OTHER FRINGE BENEFITS.....48-49

-P-

Parking lots for teachers.....31
Part-time teachers.....2
Patent and copyright policy.....15
Paychecks.....43-44
Pay dates.....61
Peace Corps.....41
Permanent contract.....21
Permanent status, teacher's.....21
Permanent contract Teacher, defined.....62
PERSONAL BUSINESS LEAVE.....42
PERSONAL LEAVES.....39-42
Personnel file, teacher's.....15,16,23,55
Physical examinations.....49
Physician's statement on absence.....43
Posting
Extra contractual and summer
work.....32
New and vacant positions.....12
President of MCCCFO, extra duties and....5
Previous experience, credit for.....45
PROBATION AND PERMANENT STATUS.....18-19
Probationary Teacher, defined.....62
Procedure, complaint.....22
Procedure, contract termination.....20,21
PROCESSING OF COMPLAINTS.....22-23
Professional Conference and Travel
Policy.....33
PROFESSIONAL GROWTH FUND.....34-35
PROFESSIONAL LEAVES OF ABSENCE.....35-39
Professional Public Liability
Insurance.....47
Professional Resources.....8
Professional services contracted
from teacher.....42
Professional Standards Committee..19,20,54
Programmed Learning Center teachers...1,28
Public Employment Relations Act.....3
Public service leave.....40
PURPOSE AND INTENT.....1

-R-

Ranks, faculty.....14,21
Reading areas in library for teachers...31
Reasonable and adequate cause.....18,21
Recess and committee meetings.....11
RECOGNITION.....1-3
Reduction in staff.....51
Registration, teacher assistance in.....17
Reinstatement.....39
Release time
For MCCCFO officers.....5
For teachers.....33-34
Reporting of absences.....42,54
Research assistants.....1,29
RESIGNATION AND RETIREMENT.....24
Responsibilities, teacher's.....17
Retirement, teacher's.....24
Retraining.....54
Reverting of administrator to faculty
status.....14
Rights of teachers.....14-17

-S-

Sabbatical Leave Committee.....36-37
Sabbatical leaves.....35-38
Salary errors.....44
Salary, leave and.....37
Salary, payment options.....43
Salary payment schedule.....43,61
Salary placement, automatic.....60
Salary schedule.....60
Saturday classes.....26
Scheduling of classes.....25
Science wet lab, defined.....63
Secretarial services.....31
SELECTION OF PROFESSIONAL STAFF.....50-51
Senators and extra duty assignments.....6
SENIORITY.....52-54
Seniority list.....54
SICK DAYS.....42-43
Sickness and accident insurance, short
term.....46
Specially-Funded Programs.....23-24
STAFF REDUCTION.....51-52
Staff retraining.....52
Standing committees.....7
Student load.....30
Study leave, advanced.....35,38
Substitute teaching.....42
Summer session, defined.....64
Summer teaching assignments.....33-34
Supervisor, defined.....62
Supplemental assignments.....33-34
Supplemental employment, defined.....64
Systems approach, teachers' voluntary
use of.....15

-T-

Tape recorders and monitors in class.....15
Teacher, defined.....62
TEACHER REGULAR WORKLOAD AND CLASS
SIZE.....25-30
TEACHERS RESPONSIBILITIES.....17-18
TEACHERS, SPECIALLY-FUNDED PROGRAMS....23-24
TEACHERS' RIGHTS.....14-17
TEACHING FACILITIES.....30-31
TERMINATION AND MODIFICATION.....58-59

Termination of services.....1,19,21
TERMS.....62-64
Textbooks.....14,17
Time intervals.....26
Transfer.....12-13,50,53-54
Transfers, division, department,
or area.....52-53
Travel allowance and reimbursement.....45
Travel between campus.....44
Tuition reimbursement.....34

-U-

Unsigned complaint.....22

-V-

Vacancies, Ad Hoc Committee.....50
Vacancies, posting notice of.....12
Variations in workload.....28

-W-

Weather-inclement weather and
school closing.....11
Work load.....25-30
Workmen's Compensation.....47